

# City of Rialto

*Council Chambers  
150 S. Palm Ave.  
Rialto, CA 92376*



## Regular Meeting

**Tuesday, November 8, 2016**

**5:00 PM**

**CITY COUNCIL, City of Rialto, acting as Successor Agency to the  
Redevelopment Agency, RIALTO UTILITY AUTHORITY**

### City Council

*Mayor Deborah Robertson  
Mayor Pro Tem Joe Baca Jr.  
Council Member Edward Palmer  
Council Member Ed Scott  
Barbara A. McGee City Clerk  
Edward Carrillo City Treasurer  
Fred Galante City Attorney  
Mike Story City Administrator*

Members of the public are afforded an opportunity to speak on any listed agenda item. Please notify the City Clerk if you wish to do so. All agendas are posted in the City Hall Administration Building (150 South Palm Avenue, Rialto) at least 72 hours in advance of the meeting. All writings that relate to an agenda item for an open session of a regular meeting of the City Council distributed to all, or a majority, of the Council Members also shall be made available, at the same time but not sooner than 72 hours before a regular meeting, for public inspection in the Office of the City Clerk located at 290 West Rialto Avenue, Rialto, California (909-820-2519) from 7:00 a.m. to 6:00 p.m., Mondays through Thursdays, and on the City's website at [www.rialtoca.gov](http://www.rialtoca.gov) Any person having a question concerning any agenda item may call the City Clerk's office to make inquiry concerning the nature of the item described on the agenda.

Based upon the open meeting laws (the Brown Act), additional items may be added to the agenda and acted upon by the City Council only if it is considered to be a "subsequent need" or "emergency" item and is added by a two-thirds vote. Matters raised under Oral Communications may not be acted upon at that meeting other than as provided above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Director of Public Works at (909) 421-7279. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CAR 35.102-35.104 ADA Title II).

## **Next Ordinance No.1580**

## **Next Resolution No.7028**

### **Called to Order By:**

### **ROLL CALL**

### **Rialto – Entering a Second Century of Progress**

- *Rialto will be a Family First Community*
- *Rialto Shall Attract High-Quality Development and Improve its Physical Environment*
- *Rialto's Economic Environment will be Healthy and Diverse*
- *Rialto will be an Active Community*

All items listed on this agenda are being considered and/or acted upon by the City Council on behalf of the City of Rialto, except for such items as are designated by the "RUA," "RHA," which items are being considered and/or acted upon by the Members of the Rialto Utility Authority or Rialto Housing Authority of the City of Rialto in its separate legal capacity. For convenience and ease of administration only, the agendas for each separate legal body have been consolidated herein

**5:00 p.m.**

### **CLOSED SESSION**

- 1      [16-748](#)      Conference with Legal Counsel - Existing Litigation: The City Council will discuss the following pending litigation(s) pursuant to Government Code Section 54956.9(d)(1):
- (a) Equilon Enterprises, LLC v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1602980
  - (b) Phillips 66 Company v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1516839
  - (c) SFPP, L.P. v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1603260
  - (d) Tesoro Logistics Operations, LLC v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1603163
  - (e) City of Rialto v. Chevron  
San Bernardino County Superior Court Case No. CIVDS1406197
  - (f) Jeff Houlemard v. City of Rialto  
San Bernardino County Superior Court Case No. CIVCS1907317
  - (g) Lionel Lopez v. City of Rialto  
WCAB CR-09-0500056; CR-03-0500017; and CR-10-005001
- 2      [16-766](#)      Conference with Labor Negotiator regarding the following recognized employee organization pursuant to Government Code Section 54957.4:
- Agency designated representatives:  
Fred Galante, City Attorney  
Mike Story, City Administrator
- Employee organizations:  
CGMA Bargaining Unit
- 3      [16-764](#)      Conference with Real Property Negotiator. The City Council will confer with its real property negotiator concerning the following properties pursuant to Government Code Section 54956.8:
- Subject:              Price and Terms of Conveyance - Contract of Sale
- Location:            Rialto Municipal Airport Property  
(Generally, the southwest corner of Ayala Drive  
and Renaissance Parkway)
- Negotiators:        Robb R. Steel, ACA/Development Svs. Dir.  
Bryan Goodman, Lewis Hillwood Rialto, LLC.

6:00 p.m.

**Called to Order By:**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE-Mayor Deborah Robertson**

**INVOCATION-Pastor Dino Esquivel - Integrity Outreach Church**

**City Attorney's Report on Closed Session**

**PRESENTATIONS AND PROCLAMATIONS**

- 1      [16-751](#)      Proclamation-Law Enforcement Records and Support Personnel Day  
Mayor Deborah Robertson
- 2      [16-765](#)      Presentation-Inland Empire Media Award-Mayor Deborah Robertson
- 3      [16-770](#)      Certificate-Bloomington Christian School 50th Anniversary  
Mayor Deborah Robertson
- 4      [16-771](#)      Resolution-In Memoriam of Eric Albert Arrington  
Mayor Deborah Robertson
- 5      [16-772](#)      Resolution-In Memoriam of Lorenzo H. Mills-Mayor Deborah Robertson
- 6      [16-774](#)      Presentation-Charter of Compassion Initiative-Ms. Sohelia Azizi

**ORAL COMMUNICATIONS**

**City Council to consider removing or continuing any items on the agenda**

*NOTICE TO THE PUBLIC*

*All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion in the following form listed. There will be no separate discussion on these items. If discussion is required, the item will be removed from the Consent Calendar and will be considered separately. Vote may be by roll call.*

**CONSENT CALENDAR**

**A. WAIVE FULL READING OF ORDINANCES**

*1. Waive reading in full, all ordinances considered at this meeting.*

**B. APPROVAL OF WARRANT RESOLUTIONS**

B.1 [16-759](#) Resolution No. 13 (09/30/16)  
*Attachments:* [Warrant Resolution No. 13.pdf](#)

B.2 [16-762](#) Resolution No. 14 (10/07/16)  
*Attachments:* [Warrant Resolution No. 14.pdf](#)

B.3 [16-760](#) Resolution No. 15 (10/14/16)  
*Attachments:* [Warrant Resolution No. 15.pdf](#)

B.4 [16-761](#) Resolution No. 16 (10/21/16)  
*Attachments:* [Warrant Resolution No. 16.pdf](#)

## C. APPROVAL OF MINUTES

C.1 [16-763](#) Regular City Council Meeting - September 27, 2016  
*Attachments:* [September 27 2016 minutes.pdf](#)

## D. SET PUBLIC HEARING

D.1 [16-716](#) Request City Council to Set a Public Hearing for the **November 22, 2016**, City Council Meeting to Consider the First Reading of an Ordinance Amending Chapter 1.10 to the Rialto Municipal Code Dealing with Administrative Citations and Fines.  
*Attachments:* [Ordinance Amending Administrative Fine Process - Redlined](#)  
[Ordinance Amending Administrative Fine Process - Clean](#)

D.2 [16-730](#) Request City Council to Set a Public Hearing for **November 22, 2016**, to initiate the filing process with the San Bernardino County Local Agency Formation Commission (LAFCO) to Annex five County Islands from the Rialto sphere of influence in Unincorporated San Bernardino County to the City of Rialto (Annexation No. 171).  
*Attachments:* [Five North Rialto Islands](#)  
[4-11-2016 DRAFT Rialto Islands Plan for Service and Fiscal Analysis \(2\)](#)  
[Reso 3222](#)

D.3 [16-585](#) Request City Council to Conduct the First Reading of **Ordinance No. 1579** entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING CHAPTER 15.08 OF THE RIALTO MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING CODES OF THE CALIFORNIA CODE OF REGULATIONS AND OTHER RELATED CODES"; and set the Public Hearing for **November 22, 2016** to conduct the second reading and adoption of the ordinance.

Attachments: [Ordinance Adopting Building Codes by reference \(2\) JC \(2\)](#)

D.4 [16-705](#) Request City Council to Set a Public Hearing for **December 13, 2016**, to Consider the Placement of Liens for Delinquent Refuse Collection Accounts for the 2nd Quarter of the 2016 Calendar Year.

Attachments: [Attachment 1 - Residential and Commercial Lien List 2nd Qtr. 2016](#)

## E. MISCELLANEOUS

E.1 [16-740](#) Request City Council to Adopt **Resolution No. 7017** approving a Memorandum of Understanding (MOU) between the City of Rialto and the National Council of Negro Women Bethune Center providing Office Space for the implementation of Job Services academic preparations and community resources served out of the Rialto Resource Center and Waiving Rental Fees.

Attachments: [Resolution](#)

[MOU Between the City of Rialto and the NCNW Bethune Center](#)

E.2 [16-702](#) Request City Council to Approve a Purchase Order with Socrata, Inc. for a total not to exceed \$26,496 for Open Budget, a Transparent Budget Application.

Attachments: [Exhibit A - rialto.counter signed agreement](#)

[Exhibit B - Rialto 2017-2018 Agreement](#)

E.3 [16-703](#) Request City Council to Receive and File the Statement of Income and Expenses related to Airport Escrow Account for September 2016.

Attachments: [Exhibit A Airport Escrow Statement of Income and Expense 9.30.16](#)

[Exhibit B CalTrust and FSB Statements for Airport Escrow Account September 2016](#)

[Exhibit C CalTrust and FSB Statements for Protocol Account Sept](#)

- E.4 [16-704](#) Request City Council to Receive and File the Statement of Income and Expenses related to the Miro Way, Alder Avenue, and Locust/Laurel/Walnut Escrow Accounts for September 2016.  
*Attachments:* [Exhibit A Miro Way Escrow Statement of Income and Expense September 2016](#)  
[Exhibit B CalTrust and FSB Statements for Miro Way Escrow Septe](#)  
[Exhibit C Alder Avenue Escrow Statement of Income and Expense for September 2016](#)  
[Exhibit D CalTrust and FSB Statements for Alder Avenue Escrow S](#)  
[Exhibit E Locust.Laurel.Walnut Escrow Statement of Income and Expense for Septemb](#)  
[Exhibit F CalTrust and FSB Statements for Walnut Escrow Septemb](#)
- E.5 [16-706](#) Request City Council to Increase the current Purchase Order of \$15,000 to Stericycle Environmental Solutions dba Double Barrel Environmental Services LLC for FY2016-17 to \$48,500 for Hazardous Materials Clean-Up and Hazardous Waste Disposal.
- E.6 [16-707](#) Request City Council to Adopt **Resolution No. 7018** Approving the Measure I 2010-2040 Maintenance of Effort Base Year Level.  
*Attachments:* [Resolution](#)  
[Exhibit A Rialto MOE](#)
- E.7 [16-710](#) Request City Council to Approve Amendment #1 to the Purchase and Sale Agreement between the City of Rialto and Arrow United Investment LLC related to the purchase and concurrent conveyance of County property (portions of APN 1119-241-01 and 02).  
*Attachments:* [Exhibit A - Map](#)  
[Exhibit B - Staff Report](#)  
[Exhibit C - PSA Agreement](#)  
[Exhibit D - Victoria RV and Boat Storage](#)  
[Exhibit E - First Amendment to PSA \(Arrow United\) 11-2-16](#)
- E.8 [16-711](#) Request City Council to Adopt **Resolution No. 7019** Approving Tract Map 19977 for the Subdivision of 9.24 Gross-Acres of Land into Seventy-Five (75) Detached Single-Family Lots and Approve the Subdivision Improvement Agreement with Rialto 75, LLC.  
*Attachments:* [Attachment 1 - 4-12-16 CC report](#)  
[Attachment 2 - TM 19977](#)  
[Attachment 3 - Subdivision Improvement Agreement](#)  
[Resolution Approve TM 19977 10-19-16](#)



- E.15     [16-722](#)     Request City Council to Adopt **Resolution No. 7023** Approving a Billboard Relocation Agreement by the City of Rialto and San Diego Outdoor Advertising, dba General Outdoor Advertising
- Attachments:*     [EXHIBIT A - RESO 07-14 \(VAR 682\)](#)  
                          [EXHIBIT B - Caltrans Deed](#)  
                          [EXHIBIT C- Billbord Relocation Agreement](#)  
                          [EXHIBIT D - Rialto Gateway Sign Relocation](#)  
                          [EXHIBIT E - Aerial Exhibit of Easement Area](#)  
                          [Exhibit F - Resolution Billboard Agreement](#)
- E.16     [16-739](#)     Request City Council/Rialto Utility Authority to Approve an Agreement with BDP Technologies, LLC, a California limited liability company (BDP), for the demonstration project for alternative treatment technology through a grant by the California Energy Commission and Adopt **Resolution No. 7024**.
- Attachments:*     [Attachment 1 BDP California Energy Commission Award copy](#)  
                          [Rialto Technical Support Agmt FINAL v2](#)  
                          [Budget Resolution BDP](#)  
                          [BDP CEC Presentation](#)
- E.17     [16-568](#)     Request City Council to Receive and File the Interim Financial Report for the fourth quarter of the Fiscal Year thru June 30, 2016.
- Attachments:*     [Interim Financial Report as of June 30 2016 - 10-26-16](#)
- E.18     [16-635](#)     Request City Council to Approve Modification to the National Pollution Discharge Elimination System Joint Defense Agreement between the City of Rialto, the County of San Bernardino as Principal Permittee, the Fifteen Area Cities as Co-Permittees and Steptoe & Johnson, LLP as new Counsel to the NPDES Program.
- Attachments:*     [ATTACHMENT 1 - City of Rialto - Executed Joint Defense Agreement - 6-10-2015](#)  
                          [ATTACHMENT 2 - Modification to MS4 Participation Agreement \(SIGNATURE COF](#)
- E.19     [16-663](#)     Request City Council to Authorize the Release of Request for Bid No. 17-030 for the 2014/15 & 2015/16 Street Overlay Project, City Project No.160801.
- Attachments:*     [Attachment 1 - NIB 17-030](#)  
                          [Attachment 2 - Notice of Exemption](#)

- E.20 [16-755](#) Request City Council to Adopt on Second Reading **Ordinance No. 1576** "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING ZONE CHANGE NO. 335 TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 4.57 GROSS ACRES OF LAND (APNS: 0131-212-06, -19 & -20) LOCATED AT THE SOUTHWEST CORNER OF BLOOMINGTON AVENUE AND WILLOW AVENUE FROM AGRICULTURAL (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT-DETACHED (PRD-D)."  
*Attachments:* [1576.docx](#)
- E.21 [16-756](#) Request City Council to Adopt on Second Reading **Ordinance No. 1577** "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE GATEWAY SPECIFIC PLAN TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 14.67 GROSS ACRES OF LAND (APNS: 0132-191-03, -07, -08, -09, -14 & -15) LOCATED ON THE SOUTH SIDE OF VALLEY BOULEVARD BETWEEN WILLOW AVENUE AND LILAC AVENUE FROM FREEWAY COMMERCIAL (F-C) WITHIN THE GATEWAY SPECIFIC PLAN TO INDUSTRIAL PARK (I-P) WITHIN THE GATEWAY SPECIFIC PLAN."  
*Attachments:* [1577.docx](#)
- E.22 [16-757](#) Request City Council to Adopt on Second Reading **Ordinance No. 1578** "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING THE RIALTO MUNICIPAL CODE TO ADD CHAPTER 9.97 CONCERNING THE REMOVAL OF MOBILE BILLBOARD ADVERTISING DISPLAYS AND REGULATION OF ADVERTISING SIGNS ON MOTOR VEHICLES PARKED OR LEFT STANDING ON CITY STREETS OR PUBLIC LANDS."  
*Attachments:* [1578.docx](#)

## TAB NEW BUSINESS

- TAB1 [16-717](#) Request City Council to (1) Adopt **Resolution No. 7025** Approving a Construction and Credit Agreement by and between the City of Rialto and State Pipe and Supply Company in the amount of \$99,914.60 and (2) Adopt Budget **Resolution No. 7026**.  
**(ACTION)**  
*Attachments:* [Exhibit A - PPD Letter No 2409-Revised](#)  
[Exhibit B - State Pipe - Construction and Credit Agreement \(09.23.2016\)](#)  
[EXHIBIT C - Construction Cost Estimate](#)  
[Exhibit D - Reso Approving Construction and Credit Agreement State Pipe](#)  
[Exhibit E - Budget Reso - State Pipe Credit Agreement](#)

- TAB2** [16-712](#) Request City Council to Approve Contract Change Order No. 5 in the Amount of \$22,599.38 for a Cumulative Contract Change Order Amount of \$75,235.69 for the Metrolink Parking Lot Expansion Project, City Project 120808, and Authorize the City Administrator or his Designee to Execute Contract Change Order No. 5.  
**(ACTION)**  
*Attachments:* [Attachment 1 - Change Order No. 1](#)  
[Attachment 2 - Change Order No. 2](#)  
[Attachment 3 - Change Order No. 3](#)  
[Attachment 4 - Change Order No. 4](#)  
[Attachment 5 - Change Order No. 5](#)
- TAB3** [16-708](#) Request City Council to Authorize the City Administrator to Approve Contract Change Order No. 4 in the amount of \$670,145.30 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvement Project, City Project 130801.  
**(ACTION)**  
*Attachments:* [Attachment 1 - 9-22-15 S.R.](#)  
[Attachment 2 - Vicinity Map](#)  
[Attachment 3 - Extended Improvement Limits](#)  
[Attachment 4 - CCO #4 10-19-16](#)
- TAB4** [16-701](#) Request City Council to Accept California Citizens Option for Public Safety (COPS) Allocation of 2016/2017 Funding and Adopt Budget **Resolution No. 7027** Appropriating Funds in the Amount of \$165,294.  
**(ACTION)**  
*Attachments:* [Resolution](#)  
[Award Notification](#)
- TAB5** [16-659](#) Request City Council to Approve the Agreement with Siemens Industry, Inc. for the Asset Transfer and LED Conversion of City of Rialto owned Street Lights in the amount of \$1,420,230.49.  
**(ACTION)**  
*Attachments:* [Attachment 1 - Rialto SL Retrofit Proposal Final](#)  
[Attachment 2 - Energy Network LED Conversion Proposal through NJPA](#)  
[Attachment 3 - Santa Monica RFP](#)  
[Attachment 4 - Letter of Intent - Siemens EXECUTED](#)  
[Attachment 5 - Rialto Siemens Contract - Final](#)

## REPORTS

### MAYOR:

**COUNCIL MEMBERS:**

**CITY ATTORNEY:**

**CITY ADMINISTRATOR:**

**ADJOURNMENT**



## Legislation Details (With Text)

**File #:** 16-748      **Version:** 1      **Name:**

**Type:** Closed Session      **Status:** Closed Session

**File created:** 10/31/2016      **In control:** City Council

**On agenda:** 11/8/2016      **Final action:**

**Title:** Conference with Legal Counsel - Existing Litigation: The City Council will discuss the following pending litigation(s) pursuant to Government Code Section 54956.9(d)(1):

- (a) Equilon Enterprises, LLC v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1602980
- (b) Phillips 66 Company v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1516839
- (c) SFPP, L.P. v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1603260
- (d) Tesoro Logistics Operations, LLC v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1603163
- (e) City of Rialto v. Chevron  
San Bernardino County Superior Court Case No. CIVDS1406197
- (f) Jeff Houlemard v. City of Rialto  
San Bernardino County Superior Court Case No. CIVCS1907317
- (g) Lionel Lopez v. City of Rialto  
WCAB CR-09-0500056; CR-03-0500017; and CR-10-005001

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Conference with Legal Counsel - Existing Litigation: The City Council will discuss the following pending litigation(s) pursuant to Government Code Section 54956.9(d)(1):

- (a) Equilon Enterprises, LLC v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1602980
- (b) Phillips 66 Company v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1516839
- (c) SFPP, L.P. v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1603260

- (d) Tesoro Logistics Operations, LLC v. City of Rialto  
San Bernardino County Superior Court Case No. CIVDS1603163
  
- (e) City of Rialto v. Chevron  
San Bernardino County Superior Court Case No. CIVDS1406197
  
- (f) Jeff Houlemard v. City of Rialto  
San Bernardino County Superior Court Case No. CIVCS1907317
  
- (g) Lionel Lopez v. City of Rialto  
WCAB CR-09-0500056; CR-03-0500017; and CR-10-005001



## Legislation Details (With Text)

File #: 16-766 Version: 1 Name:  
Type: Closed Session Status: Closed Session  
File created: 11/1/2016 In control: City Council  
On agenda: 11/8/2016 Final action:  
Title: Conference with Labor Negotiator regarding the following recognized employee organization pursuant to Government Code Section 54957.4:

Agency designated representatives:  
Fred Galante, City Attorney  
Mike Story, City Administrator

Employee organizations:  
CGMA Bargaining Unit

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Conference with Labor Negotiator regarding the following recognized employee organization pursuant to Government Code Section 54957.4:

Agency designated representatives:  
Fred Galante, City Attorney  
Mike Story, City Administrator

Employee organizations:  
CGMA Bargaining Unit



## Legislation Details (With Text)

File #: 16-764      Version: 1      Name:

Type: Closed Session      Status: Closed Session

File created: 11/1/2016      In control: City Council

On agenda: 11/8/2016      Final action:

Title: Conference with Real Property Negotiator. The City Council will confer with its real property negotiator concerning the following properties pursuant to Government Code Section 54956.8:

Subject: Price and Terms of Conveyance - Contract of Sale

Location: Rialto Municipal Airport Property  
(Generally, the southwest corner of Ayala Drive  
and Renaissance Parkway)

Negotiators: Robb R. Steel, ACA/Development Svs. Dir.  
Bryan Goodman, Lewis Hillwood Rialto, LLC.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Conference with Real Property Negotiator. The City Council will confer with its real property negotiator concerning the following properties pursuant to Government Code Section 54956.8:

Subject: Price and Terms of Conveyance - Contract of Sale

Location: Rialto Municipal Airport Property  
(Generally, the southwest corner of Ayala Drive  
and Renaissance Parkway)

Negotiators: Robb R. Steel, ACA/Development Svs. Dir.  
Bryan Goodman, Lewis Hillwood Rialto, LLC.



## Legislation Details (With Text)

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File #: 16-751      Version: 1      Name:

Type: Proclamation      Status: Presentations/Proclamations

File created: 10/31/2016      In control: City Council

On agenda: 11/8/2016      Final action:

Title: Proclamation-Law Enforcement Records and Support Personnel Day  
Mayor Deborah Robertson

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Proclamation-Law Enforcement Records and Support Personnel Day  
Mayor Deborah Robertson



## Legislation Details (With Text)

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File #: 16-765      Version: 1      Name:  
Type: Presentation      Status: Presentations/Proclamations  
File created: 11/1/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Presentation-Inland Empire Media Award-Mayor Deborah Robertson  
Sponsors:  
Indexes:  
Code sections:  
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation-Inland Empire Media Award-Mayor Deborah Robertson



## Legislation Details (With Text)

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File #: 16-770      Version: 1      Name:

Type: Presentation      Status: Presentations/Proclamations

File created: 11/2/2016      In control: City Council

On agenda: 11/8/2016      Final action:

Title: Certificate-Bloomington Christian School 50th Anniversary  
Mayor Deborah Robertson

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Certificate-Bloomington Christian School 50<sup>th</sup> Anniversary  
Mayor Deborah Robertson



## Legislation Details (With Text)

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File #: 16-771      Version: 1      Name:

Type: Presentation      Status: Presentations/Proclamations

File created: 11/2/2016      In control: City Council

On agenda: 11/8/2016      Final action:

Title: Resolution-In Memoriam of Eric Albert Arrington  
Mayor Deborah Robertson

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Resolution-In Memoriam of Eric Albert Arrington  
Mayor Deborah Robertson



## Legislation Details (With Text)

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File #: 16-772      Version: 1      Name:  
Type: Presentation      Status: Presentations/Proclamations  
File created: 11/2/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Resolution-In Memoriam of Lorenzo H. Mills-Mayor Deborah Robertson  
Sponsors:  
Indexes:  
Code sections:  
Attachments:

Date	Ver.	Action By	Action	Result
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Resolution-In Memoriam of Lorenzo H. Mills-Mayor Deborah Robertson



## Legislation Details (With Text)

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File #: 16-774      Version: 1      Name:  
Type: Presentation      Status: Presentations/Proclamations  
File created: 11/2/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Presentation-Charter of Compassion Initiative-Ms. Sohelia Azizi  
Sponsors:  
Indexes:  
Code sections:  
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation-Charter of Compassion Initiative-Ms. Sohelia Azizi



## Legislation Details (With Text)

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File #: 16-759      Version: 1      Name: B.1  
Type: Warrant Resolution      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Resolution No. 13 (09/30/16)  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Warrant Resolution No. 13.pdf](#)

Date	Ver.	Action By	Action	Result
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Resolution No. 13 (09/30/16)

**FINANCE DEPARTMENT**

**ACCOUNTS PAYABLE : FY 2016-2017**

**WARRANT RESOLUTION** **13**

**RESOLUTION DATE** **09/30/16**

<b>SUMMARY OF ATTACHED REPORTS</b>	
<b>WARRANTS &amp; WIRES</b>	<b>VOIDED CHECKS (- FIGURE)</b>
<b>\$3,114,433.94</b>	

TOTALS

**TOTAL RESOLUTION** **\$3,114,433.94**

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189845	9/30/2016	31518 9 FINGERS, INC.	4058764	2017-0153	BLANKET- UNIFORMS- PD	15.00
			4060064	2017-0153	BLANKET- UNIFORMS- PD	171.43
					<b>Total :</b>	<b>186.43</b>
189846	9/30/2016	32442 AGUIRRE, FERNANDO	931101610		RELEASE OF PROPERTY TAG # 12	235.00
					<b>Total :</b>	<b>235.00</b>
189847	9/30/2016	12055 AIR & HOSE SOURCE INC.	258534	2017-0071	BLANKET- AIR & HOSE SUPPLIES-	53.20
					<b>Total :</b>	<b>53.20</b>
189848	9/30/2016	12613 ALARMCO SECURITY SYSTEMS, INC.	69735	2017-0345	ANNUAL- ALARM MONITORING- PV	95.00
			69736	2017-0345	ANNUAL- ALARM MONITORING- PV	95.00
			69737	2017-0345	ANNUAL- ALARM MONITORING- PV	95.00
			69738	2017-0345	ANNUAL- ALARM MONITORING- PV	95.00
					<b>Total :</b>	<b>380.00</b>
189849	9/30/2016	32686 ALLDATA LLC	2002454670	2017-0761	ALLDATA VEHICLE SUPPORT SOFT	1,500.00
					<b>Total :</b>	<b>1,500.00</b>
189850	9/30/2016	32742 ALVAREZ, CRISTIAN	R16036377		REFUND PET LICENSE NOT IN CIT	47.50
					<b>Total :</b>	<b>47.50</b>
189852	9/30/2016	17376 AMAZON.COM	003286057429	2017-0726	CHILD DEVELOPMENT SUPPLIES F	39.94
			022815996413	2017-0849	2016 DESK CALENDAR - STEVE JA	6.68
			044699909834	2017-0693	BIKE RODEO - SUNSCREEN	239.88
			045230052190	2017-0712	OFFICE SUPPLIES FOR PW CHARC	74.07
			045231731717	2017-0712	OFFICE SUPPLIES FOR PW CHARC	6.99
			045233395168	2017-0712	OFFICE SUPPLIES FOR PW CHARC	143.04
			048228631549	2017-0726	CHILD DEVELOPMENT SUPPLIES F	24.88
			049025286516	2017-0818	IT - HDMI CONNECTOR - SGT OFFI	26.51
			056181987262	2017-0769	IT-APS BACK UP POWER SUPPLY	175.50
			056182185078	2017-0769	IT-APS BACK UP POWER SUPPLY	175.50
			056184747762	2017-0769	IT-APS BACK UP POWER SUPPLY	175.50
			118848348446	2017-0770	IT-RACK MOUNT SLIDE ON CLIP NL	39.56
			140947150906	2017-0712	OFFICE SUPPLIES FOR PW CHARC	17.98
			154410156803	2017-0748	STOCK ITEMS	70.15
			154414000928	2017-0748	STOCK ITEMS	123.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189852	9/30/2016	17376 AMAZON.COM	(Continued)			
			154415442304	2017-0748	STOCK ITEMS	53.12
			154415866560	2017-0748	STOCK ITEMS	70.15
			157253971666	2017-0818	IT - HDMI CONNECTOR - SGT OFFIC	47.47
			158831124038	2017-0714	AVERY DIVISION SHEET DIVIDERS	13.06
			163180701756	2017-0726	CHILD DEVELOPMENT SUPPLIES F	46.88
			163180740686	2017-0726	CHILD DEVELOPMENT SUPPLIES F	35.96
			163183642847	2017-0726	CHILD DEVELOPMENT SUPPLIES F	60.54
			163186386700	2017-0726	CHILD DEVELOPMENT SUPPLIES F	34.72
			163187550966	2017-0726	CHILD DEVELOPMENT SUPPLIES F	22.30
			163189043945	2017-0726	CHILD DEVELOPMENT SUPPLIES F	207.58
			165009351569	2017-0804	PRIVACY SCREENS FOR WIDESCR	302.36
			170534029550	2017-0748	STOCK ITEMS	12.06
			182022182942	2017-0691	IT - RACK MOUNTING KIT	49.95
			182654112248	2017-0805	POLO SHIRTS	17.29
			182940291404	2017-0783	TEEN CENTER SUPPLIES	3.99
			184804933569	2017-0760	SHIRT FOR JOB FAIR	19.09
			187991530261	2017-0783	TEEN CENTER SUPPLIES	56.40
			187992762827	2017-0783	TEEN CENTER SUPPLIES	161.95
			187994114704	2017-0783	TEEN CENTER SUPPLIES	14.20
			187998527519	2017-0783	TEEN CENTER SUPPLIES	101.10
			187999094470	2017-0783	TEEN CENTER SUPPLIES	25.35
			187999303839	2017-0783	TEEN CENTER SUPPLIES	32.17
			202291653307	2017-0875	STOCK ITEMS	21.54
			202295441337	2017-0875	STOCK ITEMS	86.22
			208737088962	2017-0713	IPAD AIR 2 OTTERBOX DEFENDER	725.16
			224370769787		AEROSOL SPRAY RETURNED FOR	21.10
			224377309236		CREDIT FOR RETURNED AEROSOL	-22.00
			224377992504		AEROSOL SPRAY RETURNED FOR	22.00
			224378804855		CREDIT FOR RETURNED AEROSOL	-21.10
			229802323019	2017-0726	CHILD DEVELOPMENT SUPPLIES F	24.51
			232526947159	2017-0875	STOCK ITEMS	41.56
			233098008090	2017-0765	VOLUNTEERS-DIGITAL PHOTO FR/	237.59
			239352477560	2017-0826	ADMIN - CABLES	18.34
			246650524096	2017-0810	STOCK ITEMS	18.99
			246777691470	2017-0805	POLO SHIRTS	17.24
			263124622654	2017-0805	POLO SHIRTS	71.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189852	9/30/2016	17376 AMAZON.COM	(Continued)			
			263334744712	2017-0783	TEEN CENTER SUPPLIES	7.34
			268014250086	2017-0825	FESTIVAL - WRISTBANDS	35.97
			271676241539	2017-0827	RECORDS - SIGNATURE PADS	871.98
			296640617652	2017-0695	TRAFFIC-OTS-CHECKPOINT-LIGHT	166.31
			296649185033	2017-0695	TRAFFIC-OTS-CHECKPOINT-LIGHT	166.31
			299447781357	2017-0695	TRAFFIC-OTS-CHECKPOINT-LIGHT	234.47
			300247434711	2017-0783	TEEN CENTER SUPPLIES	17.98
					<b>Total :</b>	<b>5,491.25</b>
189853	9/30/2016	20901 AMERICAN TRAFFIC PRODUCTS INC.	1618705	2017-0074	BLANKET- TRAFFIC SAFETY SUPPLI	4,775.02
					<b>Total :</b>	<b>4,775.02</b>
189854	9/30/2016	08515 APPLE ONE EMPLOYMENT SERVICES	014204581	2017-0076	BLANKET- TEMP STAFFING FOR SC	424.92
			014212719	2017-0076	BLANKET- TEMP STAFFING FOR SC	385.44
					<b>Total :</b>	<b>810.36</b>
189855	9/30/2016	31616 ARROW INTERNATIONAL	94220170	2017-0674	BLANKET- EMS MEDICAL SUPPLIE	2,980.48
					<b>Total :</b>	<b>2,980.48</b>
189856	9/30/2016	01726 AT&T	3312710031092		PHONE BILL	88.94
			3312710225654		PHONE BILL	70.05
			3312710247742		PHONE BILL	91.51
			3312710285275		PHONE BILL	70.05
			3312718356066		PHONE BILL	80.93
			3352531336348		PHONE BILL	232.49
			3393413283595		T1 LINE	232.49
			3393431914654		ITS/FITNESS CENTER LINE	188.07
			3393444957993		PHONE BILL FIRE STN 202	80.93
			3393813149141		PHONE BILL	80.93
			3393813151138		PHONE BILL	80.93
			3393813260546		PHONE BILL	80.93
			3394511903735		PHONE BILL	70.05
			9095620296589		RECORDS WAREHOUSE PHONE	92.92
					<b>Total :</b>	<b>1,541.22</b>
189857	9/30/2016	01726 AT&T	0518949242001		PHONE RECORDS WAREHOUSE R	41.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189857	9/30/2016	01726 01726 AT&T	(Continued)		Total :	41.49
189858	9/30/2016	14833 AUTO GRAPHIX SCREEN PRINTING	3015	2017-0847	FESTIVAL - TSHIRTS	926.91
					Total :	926.91
189859	9/30/2016	20040 AUTO ZONE	5626131516	2017-0082	BLANKET- SUPPLIES & REPAIRS- F	161.99
			5626143133	2017-0082	BLANKET- SUPPLIES & REPAIRS- F	151.18
					Total :	313.17
189860	9/30/2016	31178 BALLARD, JAMES ANDREW	2016014	2017-0841	BLANKET- BACKGROUND INVESTIG	14,980.92
					Total :	14,980.92
189861	9/30/2016	20460 BATTERY WORX INC	71382	2017-0086	BLANKET- AUTOMOTIVE BATTERIE	169.84
					Total :	169.84
189862	9/30/2016	01617 BIO TOX LABORATORIES	32682	2017-0234	BLANKET- DRUG TESTING- PD	767.00
					Total :	767.00
189863	9/30/2016	19389 BREEN, JUSTIN K	10142016		PER DIEM OCT 14-16 2016 LV POLI	155.00
					Total :	155.00
189864	9/30/2016	11565 CALIF. MARKETING GROUP	70040	2017-0839	FAMILY FESTIVAL GIVE WAYS FOR	399.08
			70041	2017-0839	FAMILY FESTIVAL GIVE WAYS FOR	170.36
			70069	2017-0746	FAMILY FESTIVAL GIVE AWAY PRIZ	1,011.04
			70078	2017-0819	PROMOTIONAL PRODUCTS FOR BI	686.50
			70092	2017-0819	PROMOTIONAL PRODUCTS FOR BI	436.80
			70099	2017-0819	PROMOTIONAL PRODUCTS FOR BI	417.00
					Total :	3,120.78
189865	9/30/2016	32179 CAPRCBM	07012016		ANNUAL MEMBERSHIP DUES-REC	225.00
					Total :	225.00
189866	9/30/2016	17870 CARDENAS, LAURA CASEY	TUITION		REIMBURSE TUITION PER MOU	1,057.49
					Total :	1,057.49
189867	9/30/2016	20619 CARL WARREN AND COMPANY	1770764	2017-0009	ANNUAL- G/L & THIRD PARTY ADMI	3,210.17
					Total :	3,210.17

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189868	9/30/2016	13455 CARLSON, BRETT	R161148	2017-0910	BLANKET-BOARD UP/ABATEMENT-	130.00
			R161152	2017-0910	BLANKET-BOARD UP/ABATEMENT-	150.00
			R161155	2017-0910	BLANKET-BOARD UP/ABATEMENT-	827.00
			R161157	2017-0910	BLANKET-BOARD UP/ABATEMENT-	130.00
			R161160	2017-0910	BLANKET-BOARD UP/ABATEMENT-	238.00
			R161163	2017-0910	BLANKET-BOARD UP/ABATEMENT-	224.00
			R161167	2017-0910	BLANKET-BOARD UP/ABATEMENT-	130.00
			R161169	2017-0910	BLANKET-BOARD UP/ABATEMENT-	65.00
			R161172	2017-0910	BLANKET-BOARD UP/ABATEMENT-	1,169.00
			R161175	2017-0910	BLANKET-BOARD UP/ABATEMENT-	65.00
			R161176	2017-0910	BLANKET-BOARD UP/ABATEMENT-	130.00
					<b>Total :</b>	<b>3,258.00</b>
189869	9/30/2016	20215 CLEARWATER GRAPHICS, INC.	19878A	2017-0762	ANNUAL - BROCHURE PRINTING	28,015.94
					<b>Total :</b>	<b>28,015.94</b>
189870	9/30/2016	09271 COAST APPLIANCE PARTS	201522700	2017-0880	FIRE STATION 1 DRYER PARTS	31.45
					<b>Total :</b>	<b>31.45</b>
189871	9/30/2016	07742 COSTCO	4781213946	2017-0107	BLANKET- COSTCO- REC	356.17
					<b>Total :</b>	<b>356.17</b>
189872	9/30/2016	07742 COSTCO	6271110717	2017-0107	BLANKET- COSTCO- REC	90.92
			62752878	2017-0107	BLANKET- COSTCO- REC	29.90
			62764057	2017-0107	BLANKET- COSTCO- REC	21.79
					<b>Total :</b>	<b>142.61</b>
189873	9/30/2016	00910 COUNSELING TEAM INTERNATIONAL, TH	32116	2017-0456	BLANKET- COUNSELING- HR	1,250.00
			32199	2017-0454	ANNUAL- NEW HIRE PSYC EXAMS-	300.00
					<b>Total :</b>	<b>1,550.00</b>
189874	9/30/2016	32696 CREASON AND AARVIG LLP	30635	2017-0775	BLANKET- INVESTIGATIVE SERVIC	122.96
					<b>Total :</b>	<b>122.96</b>
189875	9/30/2016	01455 CSK AUTOMOTIVE, INC	2677234656	2017-0115	BLANKET- AUTO PARTS- PW VARIC	6.47
			2677234719	2017-0116	BLANKET- AUTO PARTS- FIRE	120.92
			2677235594	2017-0115	BLANKET- AUTO PARTS- PW VARIC	55.41
			2677235852	2017-0115	BLANKET- AUTO PARTS- PW VARIC	219.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189875	9/30/2016	01455 CSK AUTOMOTIVE, INC	(Continued) 2677236131 2677236277	2017-0115 2017-0115	BLANKET- AUTO PARTS- PW VARIC BLANKET- AUTO PARTS- PW VARIC	166.34 273.18 <b>Total : 841.48</b>
189876	9/30/2016	02593 DAILY JOURNAL CORP.	B2924843 B2924851 B2925873	2017-0187 2017-0187 2017-0187	BLANKET- ADVERTISING- CITY CLE BLANKET- ADVERTISING- CITY CLE BLANKET- ADVERTISING- CITY CLE	358.60 288.20 226.60 <b>Total : 873.40</b>
189877	9/30/2016	02996 DANIELS TIRE SERVICE	230096564	2017-0521	BLANKET- TIRE- PW VARIOUS	1,516.71 <b>Total : 1,516.71</b>
189878	9/30/2016	00254 DANS LAWNMOWER CENTER	116210 116211 116213 116242	2017-0124 2017-0124 2017-0124 2017-0123	BLANKET- REPAIRS & PARTS LAWI BLANKET- REPAIRS & PARTS LAWI BLANKET- REPAIRS & PARTS LAWI BLANKET- REPAIRS & PARTS- PW \	70.63 83.65 72.16 419.04 <b>Total : 645.48</b>
189879	9/30/2016	31884 DEANDA, RANDY	10152016		PER DIEM OCT 15-18 2016 IACP CC	160.00 <b>Total : 160.00</b>
189880	9/30/2016	00596 DEPT. OF JUSTICE	185680	2017-0129	BLANKET- FINGERPRINTING- HR	740.00 <b>Total : 740.00</b>
189881	9/30/2016	21029 DNA NUTRITION	444490	2017-0632	GYM SNACK BAR	315.08 <b>Total : 315.08</b>
189882	9/30/2016	32035 DURATECH USA, INC	4647	2017-0886	IT-SPARE GETAC KEYBOARD	301.20 <b>Total : 301.20</b>
189883	9/30/2016	32712 ELIVATE	1874094236	2017-0838	FITNESS EQUIPMENT	844.21 <b>Total : 844.21</b>
189884	9/30/2016	01162 ESTVANDER, DALE ZOLTEN	09142016		SEP 14 2016 COMMISSIONERS CC	40.00 <b>Total : 40.00</b>
189885	9/30/2016	00454 FACTORY MOTOR PARTS CO.	106157323	2017-0138	BLANKET- AUTO PARTS & REPAIRS	238.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189885	9/30/2016	00454 FACTORY MOTOR PARTS CO.	(Continued)			
			106157380	2017-0138	BLANKET- AUTO PARTS & REPAIRS	57.80
			106157843	2017-0138	BLANKET- AUTO PARTS & REPAIRS	101.79
			106157887	2017-0138	BLANKET- AUTO PARTS & REPAIRS	93.99
			111588751	2017-0138	BLANKET- AUTO PARTS & REPAIRS	121.35
			122258874	2017-0138	BLANKET- AUTO PARTS & REPAIRS	92.91
					<b>Total :</b>	<b>706.12</b>
189886	9/30/2016	03351 FAIRVIEW FORD SALES INC.	170186	2016-2283	ASSET FORFEITURE - SUV VEHICL	30,458.27
			322891	2017-0139	BLANKET- AUTO PARTS & REPAIRS	-4,138.61
			324796	2017-0710	BLANKET-AUTO PARTS & REPAIRS	3,005.78
			325283	2017-0139	BLANKET- AUTO PARTS & REPAIRS	76.48
			C21865	2017-0139	BLANKET- AUTO PARTS & REPAIRS	0.00
			C22230	2017-0139	BLANKET- AUTO PARTS & REPAIRS	0.00
			C22587	2017-0139	BLANKET- AUTO PARTS & REPAIRS	375.81
			C23007	2017-0139	BLANKET- AUTO PARTS & REPAIRS	0.00
			W21506	2017-0139	BLANKET- AUTO PARTS & REPAIRS	0.00
					<b>Total :</b>	<b>29,777.73</b>
189887	9/30/2016	07800 FARMER, CHRISTOPHER R.	10122016		PER DIEM OCT 12 2016 IA UPDATE-	15.00
					<b>Total :</b>	<b>15.00</b>
189888	9/30/2016	07707 FEDEX	553993464	2017-0898	FEDEX SHIPMENT	5.66
			553994611	2017-0156	BLANKET- FEDEX- DEV SVC	5.80
					<b>Total :</b>	<b>11.46</b>
189889	9/30/2016	00851 FLORENCE FILTER CORP.	0101124IN	2017-0142	BLANKET- FILTERS- PW	339.53
					<b>Total :</b>	<b>339.53</b>
189890	9/30/2016	31762 FLYERS ENERGY LLC	16328406	2017-0163	BLANKET - FUEL - FIRE	766.55
					<b>Total :</b>	<b>766.55</b>
189891	9/30/2016	07995 FOX OCCUPATIONAL MEDICAL CTR.	515072760	2017-0179	BLANKET- EXAMS & DRUG SCREEI	985.00
					<b>Total :</b>	<b>985.00</b>
189892	9/30/2016	08118 G4S SECURE SOLUTIONS (USA) INC	7906067	2017-0450	BLANKET- JAILER SERVICES- POLI	7,895.48
					<b>Total :</b>	<b>7,895.48</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189893	9/30/2016	02840 GALLEY, CHUCK	07192016BALDUE		INSTRUCTOR PAY BALANCE DUE J	78.00
					<b>Total :</b>	<b>78.00</b>
189894	9/30/2016	02944 GALLS LLC	BC0320859	2017-0199	BLANKET- UNIFORMS- PD	754.19
					<b>Total :</b>	<b>754.19</b>
189895	9/30/2016	31699 GENERAC POWER SYSTEMS, INC.	90165477	2016-2154	GENERATOR FOR STATION 201	26,128.57
					<b>Total :</b>	<b>26,128.57</b>
189896	9/30/2016	00408 GERARD, VICKI N.	REIMBURSEMENT		REIMB UNIFORM ACCESSORIES-E	162.42
					<b>Total :</b>	<b>162.42</b>
189897	9/30/2016	14804 GIBSON, GINA M	082017		AUG 2016 MILEAGE	119.88
					<b>Total :</b>	<b>119.88</b>
189898	9/30/2016	21417 GONZALEZ, FRANK NAVOR	09142016		SEP 14 2016 COMMISSIONERS COI	40.00
					<b>Total :</b>	<b>40.00</b>
189899	9/30/2016	17912 GRANICUS, INC.	79298 79303	2017-0427 2017-0427	ANNUAL- WEBSTREAMING MAINT- ANNUAL- WEBSTREAMING MAINT-	750.00 2,455.37
					<b>Total :</b>	<b>3,205.37</b>
189900	9/30/2016	01066 GRAYBAR ELECTRIC CO. INC.	987270611 987293096 987293097	2017-0148 2017-0148 2017-0148	BLANKET- PARTS & REPAIRS- PW BLANKET- PARTS & REPAIRS- PW BLANKET- PARTS & REPAIRS- PW	30.72 206.49 111.06
					<b>Total :</b>	<b>348.27</b>
189901	9/30/2016	18476 GUTIERREZ, JERRY	09142016		SEP 14 2016 COMMISSIONERS CC	50.00
					<b>Total :</b>	<b>50.00</b>
189902	9/30/2016	00553 HOME DEPOT	1271883 1271884 1271951 1272012 1283142 1283181 271960	2017-0170 2017-0170 2017-0170 2017-0170 2017-0170 2016-1902 2017-0189	BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES MATERIALS & SUPPLIES - REHABIL cb1605-05 BLANKET- MATERIALS & SUPPLIES	102.03 226.01 67.94 49.59 261.60 142.24 70.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189902	9/30/2016	00553 HOME DEPOT	(Continued)			
			3272000	2017-0170	BLANKET- MATERIALS & SUPPLIES	49.16
			4283253	2017-0170	BLANKET- MATERIALS & SUPPLIES	288.47
			4973995	2017-0951	MATERIALS & SUPPLIES - BUD BEN cb1302-60	141.63
			5271926	2016-1902	MATERIALS & SUPPLIES - REHABIL cb1605-05	557.15
			5271932	2017-0170	BLANKET- MATERIALS & SUPPLIES	126.11
			5974335	2017-0170	BLANKET- MATERIALS & SUPPLIES	50.37
			5974375	2017-0808	GE BOTTOM FREEZER REGRIGER	1,930.81
			6271921	2017-0404	BLANKET- MATERIALS & SUPPLIES	138.92
			6974297	2017-0404	BLANKET- MATERIALS & SUPPLIES	9.70
			7973502	2017-0170	BLANKET- MATERIALS & SUPPLIES	79.35
			7973508	2017-0170	BLANKET- MATERIALS & SUPPLIES	45.24
			7973509	2017-0170	BLANKET- MATERIALS & SUPPLIES	32.15
			7973510	2016-1902	MATERIALS & SUPPLIES - REHABIL cb1605-05	25.49
			7973514	2017-0170	BLANKET- MATERIALS & SUPPLIES	15.04
			7973919	2017-0951	MATERIALS & SUPPLIES - BUD BEN cb1302-60	190.49
			7974272	2017-0170	BLANKET- MATERIALS & SUPPLIES	131.08
			8271964	2017-0172	BLANKET- MATERIALS & SUPPLIES	23.90
			8973427	2017-0404	BLANKET- MATERIALS & SUPPLIES	6.45
			8973462	2016-1902	MATERIALS & SUPPLIES - REHABIL cb1605-05	142.80
					<b>Total :</b>	<b>4,904.16</b>
189903	9/30/2016	31547 IDENTIFIX, INC.	092716	2017-0594	IDENTIFIX SUPPORT SERVICE FOF	1,308.00
					<b>Total :</b>	<b>1,308.00</b>
189904	9/30/2016	31096 INLAND EMPIRE LANDSCAPE, INC	9389	2017-0685	ANNUAL- LANDSCAPE MAINT- PW	57,154.67
					<b>Total :</b>	<b>57,154.67</b>
189905	9/30/2016	02613 INLAND FAIR HOUSING AND	12644	2017-0506	ANNUAL - INLAND FAIR HOUSING M cb1750-04	2,194.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189905	9/30/2016	02613 02613 INLAND FAIR HOUSING AND	(Continued)		Total :	2,194.16
189906	9/30/2016	03797 INLAND OVERHEAD DOOR CO.	40435	2017-0182	BLANKET- DOOR REPAIR- PW	502.50
					Total :	502.50
189907	9/30/2016	15435 INLAND PRESORT & MAILING SERV.	20162728	2017-0353	BLANKET- MAIL PROCESSING- PUF	35.74
					Total :	35.74
189908	9/30/2016	01146 INTERNATIONAL CODE COUNCIL	1000723674	2017-0937	INTERNATION CODE COUNCIL BOO	82.62
					Total :	82.62
189909	9/30/2016	31294 ITERIS INC.	321285	2014-1809	TRAFFIC/TRANSPORTATION ENGIN 140816-01	290.00
					Total :	290.00
189910	9/30/2016	16858 JOHNSON, DESIRAY	09172016	2017-0925	FESTIVAL - LUNCH	156.00
					Total :	156.00
189911	9/30/2016	00947 JOHNSONS HARDWARE	513514	2017-0193	BLANKET- MATERIALS & SUPPLIES	230.80
			513516	2017-0193	BLANKET- MATERIALS & SUPPLIES	45.66
			513519	2017-0193	BLANKET- MATERIALS & SUPPLIES	32.79
					Total :	309.25
189912	9/30/2016	00388 JOHNSTONE SUPPLY	076258	2017-0197	BLANKET- MATERIALS & SUPPLIES	120.54
					Total :	120.54
189913	9/30/2016	01075 KEY PLACE, INC, THE	23509	2017-0203	BLANKET- LOCKSMITH- PW	369.36
					Total :	369.36
189914	9/30/2016	03335 KH METALS & SUPPLY	0362913IN	2017-0206	BLANKET- MATERIALS & SUPPLIES	138.00
					Total :	138.00
189915	9/30/2016	15599 KONICA MINOLTA BUSINESS	51617622	2017-0400	ANNUAL- COPIER LEASE- PW	419.56
					Total :	419.56
189916	9/30/2016	15599 KONICA MINOLTA BUSINESS	65557541	2017-0393	ANNUAL- COPIER LEASE/MAINT- D	348.23
					Total :	348.23
189917	9/30/2016	15599 KONICA MINOLTA BUSINESS	9002745660	2017-0399	ANNUAL- COPIER MAINT- PD DISP/	69.97

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189917	9/30/2016	15599 15599 KONICA MINOLTA BUSINESS	(Continued)		Total :	69.97
189918	9/30/2016	32264 KOSMONT & ASSOCIATES INC	0007	2016-1621	EXISTING WALMART BUILDING STI	301.60
					Total :	301.60
189919	9/30/2016	20936 LD PRODUCTS INC.	SIP005236050	2017-0858	STOCK TONER CARTRIDGES	189.00
					Total :	189.00
189920	9/30/2016	00547 LIFE ASSIST, INC.	766015	2017-0446	BLANKET- EMERGENCY MEDS- FIF	2,982.31
			766018	2017-0446	BLANKET- EMERGENCY MEDS- FIF	3,794.23
					Total :	6,776.54
189921	9/30/2016	02264 LIFE FITNESS	5061447	2017-0797	MACHINE EQUIPMENT	9.91
			5062510	2017-0797	MACHINE EQUIPMENT	48.61
					Total :	58.52
189922	9/30/2016	00939 LINCOLN EQUIPMENT, INC.,	SI300616	2017-0355	BLANKET- POOL CHEMICALS- PW	232.57
					Total :	232.57
189923	9/30/2016	19074 LITTLE BEAR PRODUCTIONS	1295REV	2016-2325	PY LOGO COLORIZATION	82.50
					Total :	82.50
189924	9/30/2016	13311 LITTLE, AISHA	10112016		PER DIEM OCT 11-12 2016 CLETS~	15.00
					Total :	15.00
189925	9/30/2016	19743 LLOYDS FENCE CO.	9731	2017-0607	BLANKET- EMERGENCY FENCE RE	400.00
					Total :	400.00
189926	9/30/2016	02208 LOCKWOOD ENGINEERING	101636	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	2,500.00
			101637	2016-2265	RIVERSIDE/BLOOMINGTON AVENU	22,386.00
			101638	2017-0596	160808-01	76,725.00
			101639	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	25,312.50
			101640	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	1,200.00
			101641	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	250.00
			101642	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	2,875.00
			101643	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	10,800.00
			101645	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	3,712.50

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189926	9/30/2016	02208 LOCKWOOD ENGINEERING	(Continued) 101646	2016-2265	RIVERSIDE/BLOOMINGTON AVENU 160808-01	6,233.50
			101648	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	3,487.50
			101651	2017-0596	BLANKET-ON CALL CIVIL ENG PLAI	4,875.00
					<b>Total :</b>	<b>160,357.00</b>
189927	9/30/2016	16509 LOPEZ, ERIN ANN	10112016		PER DIEM OCT 11-12 2016 CLETS~	15.00
					<b>Total :</b>	<b>15.00</b>
189928	9/30/2016	12280 MALTESE, JOSEPH	REIMBURSEMENT		REIMB FOR CAR BATTERY FOR CIP	126.44
					<b>Total :</b>	<b>126.44</b>
189929	9/30/2016	21332 MASUNE FIRST AID & SAFETY	42125339	2017-0492	BLANKET- FIRST AID SUPPLIES- RE	85.49
			42132134	2017-0843	CHILD DEVELOPEMNT/CAMP FIRS	137.35
				2017-0843		
					<b>Total :</b>	<b>222.84</b>
189930	9/30/2016	21430 MCDONAUGH, MICHAEL R	10142016		PER DIEM OCT 14-16 2016 LV POLI	155.00
					<b>Total :</b>	<b>155.00</b>
189931	9/30/2016	21594 MENJIVAR, JOSE OMAR	06142016BALDUE		INSTRUCTOR PAY JUN 14-JUL 20 2	287.70
					<b>Total :</b>	<b>287.70</b>
189932	9/30/2016	18137 MERRILL, LYNN C.	FY1613	2016-1057	SIXTH AMENDMENT TO PSA - LYNN	5,123.18
					<b>Total :</b>	<b>5,123.18</b>
189933	9/30/2016	13746 MERRIMANS INC	081116RETENTION		RETENTION RELEASE	495.00
					<b>Total :</b>	<b>495.00</b>
189934	9/30/2016	13517 MILLS III, JAMES L.	10122016		PER DIEM OCT 12 2016 IA UPDATE-	15.00
					<b>Total :</b>	<b>15.00</b>
189935	9/30/2016	02797 MOBILE MINI, LLC	9000937104	2017-0024	ANNUAL- STORAGE RENTAL- FIRE	160.25
					<b>Total :</b>	<b>160.25</b>
189936	9/30/2016	31925 MORALES, ANGELA	REIMBURSEMENT		REIMB REFRESHMENTS FOR TRAF	17.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189936	9/30/2016	31925 31925 MORALES, ANGELA	(Continued)		<b>Total :</b>	<b>17.87</b>
189937	9/30/2016	01378 NATIONAL GYM SUPPLY INC	SI8236198	2017-0236	BLANKET- FITNESS SUPPLIES- REI	127.83
			SI8236273	2017-0236	BLANKET- FITNESS SUPPLIES- REI	183.37
					<b>Total :</b>	<b>311.20</b>
189938	9/30/2016	00003 OFFICE DEPOT	862620028001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	85.51
			863130479001	2017-0330	BLANKET - OFFICE DEPOT - PD	85.32
			864010793001	2017-0330	BLANKET - OFFICE DEPOT - PD	427.52
			864010936001	2017-0330	BLANKET - OFFICE DEPOT - PD	14.39
			864932722001	2017-0327	BLANKET- OFFICE SUPPLIES- FIRI	110.60
			865084185001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	18.57
			865084269001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	16.03
			865084270001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	2.58
			865085127001	2017-0330	BLANKET - OFFICE DEPOT - PD	492.93
			865085216001	2017-0330	BLANKET - OFFICE DEPOT - PD	124.19
					<b>Total :</b>	<b>1,377.64</b>
189939	9/30/2016	16883 ORONA JR, MIKE CARDONA	SAFETYSHOES		REIMB.SAFETY SHOES	145.79
					<b>Total :</b>	<b>145.79</b>
189940	9/30/2016	32632 PACIFIC ROLL LLC	684	2017-0953	FURNISHED MATERIALS - STEEL H cb1605-05	326.25
					<b>Total :</b>	<b>326.25</b>
189941	9/30/2016	32608 PARTS AUTHORITY METRO LLC	96029757	2017-0610	BLANKET- AUTO PARTS- PW VARIC	78.62
			96029758	2017-0610	BLANKET- AUTO PARTS- PW VARIC	102.00
			96029858	2017-0610	BLANKET- AUTO PARTS- PW VARIC	72.10
					<b>Total :</b>	<b>252.72</b>
189942	9/30/2016	21325 PARTY CITY	09122016	2017-0936	HALLOWEEN HI-JINKS DECORATIC	684.76
					<b>Total :</b>	<b>684.76</b>
189943	9/30/2016	03201 PATIO WEST DELI	888716	2017-0242	BLANKET-FOOD & REFRESHMENT:	103.88
			888718	2017-0242	BLANKET-FOOD & REFRESHMENT:	89.87
					<b>Total :</b>	<b>193.75</b>

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189944	9/30/2016	21310 PC MALL GOV	R09668170101 R09772830101	2017-0694 2017-0861	IT - MICROSOFT SERVER ENTERPRISE SECURITY FOR ENDI	693.00 3,386.40 <b>Total : 4,079.40</b>
189945	9/30/2016	11721 PETSMART	T1513C1011010127101 T3063C1021020127102	2017-0246 2017-0246	BLANKET- K9 SUPPLIES- PD 080216-00 BLANKET- K9 SUPPLIES- PD 080216-00	211.06 70.35 <b>Total : 281.41</b>
189946	9/30/2016	32111 PMAM CORPORATION	20160812CORRECTION 20160931	2017-0025	ACCOUNT # CORRECTION ANNUAL- ALARM BILLING- PD	0.00 2,821.84 <b>Total : 2,821.84</b>
189947	9/30/2016	00243 PRUDENTIAL OVERALL SUPPLY	22307089 22307090 22307091 22307092 22307093 22307094 22307095 22307096 22307097 22307098 22307099 22307100 22307101	2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0253 2017-0251 2017-0250 2017-0410	CUST 1281607 MATS- PW 335 W RI CUST 1299901 MATS - PW BREAK F CUST 1281603 MATS- M & O BLDG CUST 1299900 LINENS - FLEET-MA CUST 1299900 LINENS - FLEET-MA CUST 1299900 LINENS - FLEET-MA CUST 1299900 LINENS - FLEET-MA CUST 1281600 MATS- FLEET CUST 1299900 LINENS - FLEET-MA CUST 1281602 MATS- POLICE DEP CUST 1281605 MATS- PLANNING CUST 1281601 MATS CITY HALL CUST 1281604 MATS - TOWELS- RE	19.83 14.20 19.63 46.87 41.81 45.01 25.25 48.08 27.32 15.33 19.53 15.33 23.89 <b>Total : 362.08</b>
189948	9/30/2016	00640 RANCHO CUCAMONGA, CITY OF	AR118116	2017-0642	REGIS CONNECT GIS SUPPORT SE	14,850.00 <b>Total : 14,850.00</b>
189949	9/30/2016	01995 REGENCY PET HOTEL	47 61	2017-0297 2017-0297	BLANKET- K9 SUPPLIES- PD 080216-00 BLANKET- K9 SUPPLIES- PD 080216-00	60.00 60.00 <b>Total : 120.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189950	9/30/2016	32736 RELATED COMPANIES OF CALIF	RMS081116	2017-0924	PRE-DEVELOPMENT LOAN REIMBU	249,501.95
					<b>Total :</b>	<b>249,501.95</b>
189951	9/30/2016	15411 RENAISSANCE RADIOLOGY	117304MENDEZ		FIRST AID 117304 OTTO MENDEZ	46.00
					<b>Total :</b>	<b>46.00</b>
189952	9/30/2016	08216 RIALTO ANIMAL HOSPITAL INC.	127237	2017-0447	BLANKET- VETERINARY SERVICES	116.00
					<b>Total :</b>	<b>116.00</b>
189953	9/30/2016	32103 RIALTO CHILD ASSISTANCE	2	2017-0855	ANNUAL - RIALTO CHILD ASSISTAN cb1760-04	160.56
					<b>Total :</b>	<b>160.56</b>
189954	9/30/2016	03208 RIALTO UNIFIED SCHOOL DISTRICT	2489	2017-0905	50% OF RUSD REPAIR BILL	194.30
					<b>Total :</b>	<b>194.30</b>
189955	9/30/2016	21302 RIALTO WATER SERVICES	CYCLE4		CYCLE 4 WATER BILLS 003002-00 003003-00 000006-00 000047-00 000068-00 000078-00 000033-00 000008-00	21,110.79
					<b>Total :</b>	<b>21,110.79</b>
189956	9/30/2016	21302 RIALTO WATER SERVICES	051006001		WATER RDA 1455 N LINDEN 110701-02	80.32
			051006501		WATER RDA 1471 N LINDEN 110701-02	80.32
					<b>Total :</b>	<b>160.64</b>
189957	9/30/2016	19885 ROEDER, CARL	104	2017-0721	MOBILE HOME REPAIR PROGRAM	3,645.00
					<b>Total :</b>	<b>3,645.00</b>
189958	9/30/2016	03117 ROTO ROOTER	IE273784	2017-0264	BLANKET- PLUMBING SERVICE- PV	859.35

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189958	9/30/2016	03117 03117 ROTO ROOTER	(Continued)		Total :	859.35
189959	9/30/2016	00544 SAFELITE GLASS CORP.	05076169703	2017-0411	BLANKET- WINDSHIELD REPAIR- P	691.80
					Total :	691.80
189960	9/30/2016	02771 SAN BRDO CO. RECORDER	NOCFILING		NOC FILING 2598 AYALA RIALTO, C.	25.00
					Total :	25.00
189961	9/30/2016	02771 SAN BRDO CO. RECORDER	NOCFILING		NOC FILING 1010 N TERRACE # 76	25.00
					Total :	25.00
189962	9/30/2016	02845 SAN BRDO CO. TRANSPORTATION	TD02317	2016-0056	PY ANNUAL- SHARED SIGNAL CED	421.93
					Total :	421.93
189963	9/30/2016	31638 SILVERSTONE CONSTRUCTION	0006RETENTION		RETENTION RELEASE	4,957.20
					Total :	4,957.20
189964	9/30/2016	03644 SMART & FINAL	166387	2017-0284	BLANKET- FOOD & SUPPLIES- DEV	26.59
			166484	2017-0288	BLANKET- FOOD & SUPPLIES- CIT	61.26
			169064	2017-0285	BLANKET- FOOD & SUPPLIES- REC	83.08
			169369	2017-0285	BLANKET- FOOD & SUPPLIES- REC	85.31
					Total :	256.24
189965	9/30/2016	06919 SMITH, ROBERT J.	10102016		PER DIEM OCT 10-13 2016 POST M	180.00
					Total :	180.00
189966	9/30/2016	03131 SOUTHERN CA. EDISON CO.	2103687679		495 CACTUS AVE ELECTRIC BILL	48.03
			2104856828		101 S CEDAR TC1 TRAFFIC SIG. ELI	54.45
			2201464757		1497 FOOTHILL ELECTRIC BILL	60.94
			2248754665		1411 S RIVERSIDE AVE ELECTRIC	5,416.94
			2249166539		3383 RIVERSIDE TC1	44.32
			2258579879		1415 RIVERSIDE PED	70.88
			2259265270		1413 S RIVERSIDE DR TC	37.90
			2276473535		3333 S RIVERSIDE ELECT. BILL	51.00
			2287679849		1200 S RIVERSIDE AVE ELECT.BILL	2,022.41
			2299242065		1662 S LILAC TC-1 PED	44.83
			2303612782		776 E ETIWANDA CROSSWALK	24.73
			2303628200		3346 S RIVERSIDE LMD	24.44

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189966	9/30/2016	03131 SOUTHERN CA. EDISON CO.	(Continued) 2307090811 2314674441 2314674581 2328087853 2329497804 2329497929 2334519402 2340831940 2344220074 2362569535 2380299362		ELECTRIC 3716 S RIVERSIDE AVE / ELECTRIC: 910 E FOOTHILL LS-3 ELECTRIC: 908 E FOOTHILL TC-1 2097 S RIVERSIDE ELECTRIC BUS SHELTER ELECTRIC BUS SHELTER 1167 RIVI ELECTRIC BILL 520 N LINDEN SUMMARY ELECTRIC BILL 1693 S CACTUS AVE LS-3 822 PEPPER IRRG 3258 S CACTUS AVE ELECTRIC	69.21 36.64 49.96 44.32 31.84 28.68 24.44 141.88 169.52 23.82 17.47 <b>Total :</b>
					<b>Total :</b>	<b>8,538.65</b>
189967	9/30/2016	32676 SOUTHERN CALIFORNIA VETERINARY	34962	2017-0733	PATROL - VETERINARY DENTAL SE 080216-00	3,037.22 <b>Total :</b>
					<b>Total :</b>	<b>3,037.22</b>
189968	9/30/2016	00898 ST. BERNARDINE MEDICAL CENTER	FIRSTAID		FIRST AID HAUENSTEIN/BALLEW	1,710.00 <b>Total :</b>
					<b>Total :</b>	<b>1,710.00</b>
189969	9/30/2016	00898 ST. BERNARDINE MEDICAL CENTER	FIRSTAIDKILLIAN		FIRST AID ANTHONY KILLIAN 3702C	1,430.00 <b>Total :</b>
					<b>Total :</b>	<b>1,430.00</b>
189970	9/30/2016	03529 STATE TREASURER	02402010431	2017-0979	CONDEMNATION DEPOSIT FOR AP 140801-03	35,500.00 <b>Total :</b>
					<b>Total :</b>	<b>35,500.00</b>
189971	9/30/2016	03529 STATE TREASURER	24020110	2017-0978	CONDEMNATION DEPOSIT FOR AP 140801-03	22,000.00 <b>Total :</b>
					<b>Total :</b>	<b>22,000.00</b>
189972	9/30/2016	31288 STORDAHL, DANE W	10142016		PER DIEM OCT 14-16 2016 LV POLI	155.00 <b>Total :</b>
					<b>Total :</b>	<b>155.00</b>
189973	9/30/2016	07782 STRADLING YOCCA CARLSON &	3134030187	2012-1628	CITY, RHA AND RSA LEGAL SERVIC 130704-14	9,566.28

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189973	9/30/2016	07782 07782 STRADLING YOCCA CARLSON &	(Continued)		Total :	9,566.28
189974	9/30/2016	05415 SUN, THE	0000282569	2017-0879	2016 FESTIVAL & GARDEN ADS	1,500.00
					Total :	1,500.00
189975	9/30/2016	15137 TASER INTERNATIONAL	SI1453545	2017-0927	JAG GRANT - GLASSES FOR CAMI	498.79
					Total :	498.79
189976	9/30/2016	09856 TIME WARNER CABLE	8448400600180611 8448400600183045 8448400600206226 8448400600991579		CABLE ACCESS SEP 21-OCT 20 20 CABLE ACCESS SEP 20- OCT 19 20 CABLE ACCESS-SEP 18- OCT 17 20 CABLE ACCESS SEP 19-OCT 18 20	476.20 110.33 330.87 300.56
					Total :	1,217.96
189977	9/30/2016	32741 TORRES, SILVIA	R16037726		REFUND PET LICENSE NOT IN CIT	11.80
					Total :	11.80
189978	9/30/2016	21463 TRITECH SOFTWARE SYSTEMS	PA0004921	2017-0870	FY14 COPS ANNUAL - EVIDENCE M	2,772.00
					Total :	2,772.00
189979	9/30/2016	00913 TWINE, ALPHONSO HERNANDAZ	09142016		SEP 14 2016 COMMISSIONERS CC	40.00
					Total :	40.00
189980	9/30/2016	16103 URIMAGE	9283	2017-0373	BLANKET- MISC PRINTING- DEV SE	110.16
					Total :	110.16
189981	9/30/2016	31226 VEJAR, GRACE	104	2016-2326	PY HEALTHY SENIOR NUTRITION 140005-07	950.00
					Total :	950.00
189982	9/30/2016	01247 VULCAN MATERIALS	71238701 71240126	2017-0313 2017-0313	BLANKET- ASPHALT & BASE- PW M BLANKET- ASPHALT & BASE- PW M	75.48 74.12
					Total :	149.60
189983	9/30/2016	02047 WAL MART STORES, INC.	BEVERAGEBUCKS	2017-0935	PRIZES FOR THE RECYCLED ART I	880.00
					Total :	880.00

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189984	9/30/2016	32249 WALLACE & ASSOC CONSULTING INC	201601RIALTO2356AWEL	2017-0612	ANNUAL- ON-CALL CONST MGMT &	1,520.00
			201603ARIALTO2335A	2016-1429	PY APPROVE PSA FOR ON CALL PI	1,815.00
			201603ARIALTO2396	2016-1429	PY APPROVE PSA FOR ON CALL PI	380.00
			201604RIALTO2368	2017-0612	ANNUAL- ON-CALL CONST MGMT &	285.00
			201604RIALTO2371	2017-0612	ANNUAL- ON-CALL CONST MGMT &	1,615.00
			201604RIALTO2396	2017-0612	ANNUAL- ON-CALL CONST MGMT &	1,995.00
			201606ARIALTO120	2016-1429	PY APPROVE PSA FOR ON CALL PI	1,472.50
			201606ARIALTOSCOR	2016-1429	PY APPROVE PSA FOR ON CALL PI	427.50
			201607RIALTO2356	2017-0612	ANNUAL- ON-CALL CONST MGMT &	7,480.00
			201607RIALTOI20	2017-0612	ANNUAL- ON-CALL CONST MGMT &	3,800.00
<b>Total :</b>						<b>20,790.00</b>
189985	9/30/2016	02853 WEST COAST ARBORISTS	117405	2017-0541	ANNUAL- TREE TRIMMING & REMO	8,170.60
<b>Total :</b>						<b>8,170.60</b>
189986	9/30/2016	18341 WEST COAST LIGHTS & SIRENS	13826	2017-0316	BLANKET- PARTS & REPAIR- POLIC	97.00
<b>Total :</b>						<b>97.00</b>
189987	9/30/2016	03545 WEST VALLEY WATER DIST.	1489715246		SAN BERNARDINO/CEDAR	344.93
			14910586		000050-00	
			17312574		1867 WEST COAST/SOUTH PRKWY	168.40
					1502 N EUCYLPTUS	265.59
					000091-00	
			1767717894		1001 PARK/CACTUS WY	22.21
					000024-00	
			1778117996		1008 PARK/MERRILL WY	164.60
					000018-00	
			1780318016		CACTUS/CARTER	103.85
		000018-00				
1802318224		1002 PARK/CACTUS WY	88.87			
		000018-00				
1802718228		1003 PKWY/CACTUS	111.87			
		000033-00				
1821118402		1004 PARK/RANDALL WY	209.93			
		000033-00				
1821318404		1005 PARK/RANDALL WY	81.97			
		000033-00				

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189987	9/30/2016	03545 WEST VALLEY WATER DIST.	(Continued)			
			1821518406		1007 PARK/CACTUS WY 000082-00	111.48
			1823918426		1006 PARK/CACTUS WY 000033-00	81.97
			1942519550		PKWY ANNEX 66 000066-00	153.96
			1942538046		LMD MAPLE/EVERGREEN PKWY 000066-00	64.11
			1973919854		SHAMWOOD/RIVERSIDE 000034-00	377.12
			1985319958		INNER RIVERSIDE PAR 000034-00	1,109.30
			2178321802		2470 GLENWOOD 000003-00	184.63
			2187521890		AYALA & MOFFATT PKWY 000001-00	275.71
			3881319294		RIVERSIDE PARK WY 000052-00	33.57
			4449736498		WILDFLOWER/CEDAR PKWY 050002-00	68.71
			6812739616		1508 CARPENTER/LINDEN PRKWY	92.35
			85759162		WS QUINCE/CRAIG 000052-00	35.91
			88139392		PKWY ANNEX WAY 60 000060-00	130.41
			90219574		PKWY TR#13385 000057-00	279.46
			90239576		AYALA/ SO BOHNERT 000052-00	75.07
			92359782		W AYALA/ NO NORWOOD 000052-00	95.77
			92379784		W AYALA/NORWOOD 1N 000052-00	51.61
			92419788		LINDEN & NORWOOD 000046-00	154.27

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189987	9/30/2016	03545 WEST VALLEY WATER DIST.	(Continued) 959110130		WILDFLOWER/LINDEN 1 000093-00	35.91
<b>Total :</b>						<b>4,973.54</b>
189988	9/30/2016	03061 WILLDAN ASSOCIATES	00412707	2016-2324	PY WILLDAN ON-CALL CONSTRUC' 150203-15	9,939.53
			00413220	2016-2323	PY WILLDAN ON-CALL CONSTRUC'	7,620.00
			00413286	2016-2324	PY WILLDAN ON-CALL CONSTRUC' 150203-16	2,715.40
			00413358	2016-2324	PY WILLDAN ON-CALL CONSTRUC' 140815-15	1,970.00
			00413422	2016-2324	PY WILLDAN ON-CALL CONSTRUC' 140815-15	355.00
			00413481	2016-2324	PY WILLDAN ON-CALL CONSTRUC' 140815-15	572.50
			00413506	2016-2324	PY WILLDAN ON-CALL CONSTRUC' 140815-15 140815-18	15,157.50
<b>Total :</b>						<b>38,329.93</b>
189989	9/30/2016	32688 WILLIAMS, AUBREY	114	2017-0890	ABOVE THE RIM BASKETBALL TOU	300.00
<b>Total :</b>						<b>300.00</b>
189990	9/30/2016	13519 WILSON, WILLIAM	10152016		PER DIEM OCT 15-18 2016 IACP CC	160.00
<b>Total :</b>						<b>160.00</b>
189991	9/30/2016	32182 WJI INDUSTRIES	95681569	2016-1220	STAFFING FOR BUSINESS LICENS	624.00
<b>Total :</b>						<b>624.00</b>
189992	9/30/2016	31728 WORLAND, JOHN M.	0261	2017-0038	ANNUAL- AQUARIUM SERVICE- RE	145.00
<b>Total :</b>						<b>145.00</b>
189993	9/30/2016	17829 WROE, TOM	102016		REFUND OCT 2016 MEDICAL PER /	237.40
<b>Total :</b>						<b>237.40</b>

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189994	9/30/2016	19202 WURTH USA INC.	95474681	2017-0320	BLANKET- HARDWARE & SUPPLIE	105.30
			95474682	2017-0320	BLANKET- HARDWARE & SUPPLIE	247.40
					<b>Total :</b>	<b>352.70</b>
189995	9/30/2016	01307 XEROX CORP.	086054707	2017-0445	ANNUAL- XEROX MAINT- REC SENI	22.47
			086054709	2017-0419	ANNUAL- XEROX MAINT- RRFC	94.58
			086181008	2017-0418	ANNUAL- XEROX MAINT- PD	43.58
			086181009	2017-0420	ANNUAL- XEROX MAINT- PD	59.30
					<b>Total :</b>	<b>219.93</b>
99201752	9/21/2016	07851 FIRST AMERICAN TITLE CO.	024022116	2017-0929	RIGHT OF WAY ACQUISITION - WAI	1,155.00
					<b>Total :</b>	<b>1,155.00</b>
99201753	9/2/2016	16452 ETS CORP.	6329394750511516		AUG 2016 CUSTOMER CR.CARD FE	107.99
					<b>Total :</b>	<b>107.99</b>
99201756	9/22/2016	02837 RIALTO CITY TREASURER	09042016GEN		REIMB. PAYROLL PAID SEP 23 2016	2,083,489.84
					<b>Total :</b>	<b>2,083,489.84</b>
99201757	9/2/2016	16452 ETS CORP.	6329394750511518		AUG 2016 CUSTOMER CR.CARD FE	2,156.32
					<b>Total :</b>	<b>2,156.32</b>
99201758	9/22/2016	02863 WELLS FARGO BANK	092016		EMERG REIMB.WORKERS COMP A	50,000.00
					<b>Total :</b>	<b>50,000.00</b>
<b>155 Vouchers for bank code : gen</b>						<b>Bank total : 3,007,075.57</b>

Bank code : rsa

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount	
18923	9/30/2016	32068 AARON GARDNER APPRAISER INC.	U8001	2017-0914	BLANKET- APPRAISAL SERVICES-	3,500.00	
					Total :	3,500.00	
18924	9/30/2016	00047 UNION BANK	1003018 1003019		RIALTO RDA TABS 2015A & B TTE RIALTO RDA TABS 2015C TTE	3,060.21 2,110.14	
					Total :	5,170.35	
18925	9/30/2016	03061 WILLDAN ASSOCIATES	00413547	2016-1808	CONSTRUCTION ADMIN/SUPPORT cb1302-15	8,358.75	
					Total :	8,358.75	
99201754	9/22/2016	02837 RIALTO CITY TREASURER	09042016RSA		REIMB. PAYROLL PAID SEP 23 2016	10,782.03	
					Total :	10,782.03	
4 Vouchers for bank code : rsa						Bank total :	27,811.13

Bank code : rua

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
39647	9/30/2016	32046 WEST YOST ASSOCIATES INC	2029930	2016-0829	PY THIRD AMENDMENT TO THE PS	38,966.00
			2030219	2016-0829	PY THIRD AMENDMENT TO THE PS	30,405.28
			2030220	2016-0853	PY AMENDMENT NO. 4 - CONSTRU 160502-16	664.00
			2030537	2016-2298	FIFTH AMENDMENT TO THE PSA - \	3,224.00
					<b>Total :</b>	<b>73,259.28</b>
99201755	9/22/2016	02837 RIALTO CITY TREASURER	09042016RUA		REIMB PAYROLL PAID SEP 23 2016	6,287.96
					<b>Total :</b>	<b>6,287.96</b>
2 Vouchers for bank code : rua						<b>Bank total : 79,547.24</b>
161 Vouchers in this report						<b>Total vouchers : 3,114,433.94</b>



## Legislation Details (With Text)

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File #: 16-762      Version: 1      Name: B.2  
Type: Warrant Resolution      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Resolution No. 14 (10/07/16)  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Warrant Resolution No. 14.pdf](#)

Date	Ver.	Action By	Action	Result
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Resolution No. 14 (10/07/16)

**FINANCE DEPARTMENT**

**ACCOUNTS PAYABLE : FY 2016-2017**

**WARRANT RESOLUTION** **14**

**RESOLUTION DATE** **10/07/16**

<b>SUMMARY OF ATTACHED REPORTS</b>	
<b>WARRANTS &amp; WIRES</b>	<b>VOIDED CHECKS (- FIGURE)</b>
\$1,365,939.62	-\$1,003.73

TOTALS

**TOTAL RESOLUTION** **\$1,364,935.89**

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
189996	10/7/2016	31518 9 FINGERS, INC.	4060314	2017-0153	BLANKET- UNIFORMS- PD	129.57
			4060334	2017-0153	BLANKET- UNIFORMS- PD	545.26
			4060554	2017-0153	BLANKET- UNIFORMS- PD	115.12
			4060704	2017-0153	BLANKET- UNIFORMS- PD	6.48
			4060714	2017-0153	BLANKET- UNIFORMS- PD	6.48
			4060974	2017-0153	BLANKET- UNIFORMS- PD	-53.99
			4060994	2017-0153	BLANKET- UNIFORMS- PD	654.32
					<b>Total :</b>	<b>1,403.24</b>
189997	10/7/2016	19378 ADAMS, LAURA KAY	10172016		PER DIEM OCT 17 2016 DISPATCH	15.00
					<b>Total :</b>	<b>15.00</b>
189998	10/7/2016	31419 AIRGAS, INC.	9055375647	2017-0073	BLANKET- OXYGEN & RELATED ITE	83.39
					<b>Total :</b>	<b>83.39</b>
189999	10/7/2016	12613 ALARMCO SECURITY SYSTEMS, INC.	67967	2017-0003	ANNUAL- ALARM MONITORING- SE	867.00
					<b>Total :</b>	<b>867.00</b>
190000	10/7/2016	01726 AT&T	9098221105511		MULTI PHONE LINE	76.66
			9098231514556		FAX LINE - AIRPORT	20.74
			9098741509177		PHONE BILL ~ PRESTON DAY CARE	424.45
			9098751517563		PHONE BILL	88.99
			9098751921526		PHONE BILL	20.74
			9098752681446		FRISBIE PARK SECURITY LINE	173.41
			9098753453889		PHONE BILL	88.32
			9098756253786		PHONE BILL-CALTRANS MODUM 1;	90.98
			9098756617247		PHONE BILL-GARAGE ALARM LINE	168.33
			9098757101371		PHONE BILL	426.87
			9098757625420		PHONE BILL	107.74
			9098758916774		PHONE BILL	167.27
					<b>Total :</b>	<b>1,854.50</b>
190001	10/7/2016	14833 AUTO GRAPHIX SCREEN PRINTING	3037	2017-0490	BLANKET- SPORTS JERSEYS & AP	89.10
					<b>Total :</b>	<b>89.10</b>
190002	10/7/2016	03727 BARKER, NORETTA I.	092016		SEP 2016 MILEAGE	54.76

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190002	10/7/2016	03727 03727 BARKER, NORETTA I.	(Continued)		Total :	54.76
190003	10/7/2016	31055 BECERRA, LEOBARDO	09072016		EBT REIMBURSEMENTSEP 7-28 20	20.00
					Total :	20.00
190004	10/7/2016	31729 BULLSEYE TELECOM, INC	0048F82		SUMMARY PHONE BILL	4,744.69
					Total :	4,744.69
190005	10/7/2016	02933 BURRTEC WASTE INDUSTRIES	01012016 03262016 04142016 05072016 TAXLIENS1422 TAXLIENS21 TAXLIENS21 TAXLIENS6		PROP TAX IN ADVANCE BILLING~ PROP TAX IN ADVANCE BILLING~ PROP TAX IN ADVANCE BILLING~ PROP TAX IN ADVANCE BILLING~ RELEASE TRASH LIEN RECOVERY RELEASE TRASH LIEN RECOVERY RELEASE TRASH LIEN RECOVERY RELEASE TRASH LIEN RECOVERY	1,364.94 222,070.37 3,867.33 4,558.26 175,443.12 3,643.24 6,274.54 2,833.57
					Total :	420,055.37
190006	10/7/2016	00326 CALIF. POLICE CHIEFS ASSOC.INC	6254		REGISTRATION OCT 10-13 2016 DE	581.00
					Total :	581.00
190007	10/7/2016	08026 CASTANEDA, EDWARD V.	SAFETYSHOES		REIMB.SAFETY SHOES	119.06
					Total :	119.06
190008	10/7/2016	16497 CENTER FOR HEALING CHILDHOOD	2	2017-0503	ANNUAL - POSITIVE PARENTING - (cb1740-04	764.93
					Total :	764.93
190009	10/7/2016	03579 CLERK OF THE BOARD	EXEMPTION		NOE RENAISSANCE PKWY WATER	50.00
					Total :	50.00
190010	10/7/2016	19815 COAST FITNESS REPAIR SHOP	64234	2017-0824	TREADMILL REPAIRS FOR 2	125.00
					Total :	125.00
190011	10/7/2016	21566 CONTACT SECURITY, INC.	652389GEN 71000GEN	2017-1025 2017-1025	MONTH TO MONTH SECURITY & PF MONTH TO MONTH SECURITY & PF	18,856.75 8,127.55
					Total :	26,984.30

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190012	10/7/2016	14113 COSTANTINO, CHRISTINE	10112016		PER DIEM OCT 11 2016 EXCEL FOF	15.00
					<b>Total :</b>	<b>15.00</b>
190013	10/7/2016	07742 COSTCO	478613270	2017-0107	BLANKET- COSTCO- REC	528.66
			4788173242	2017-0109	BLANKET- COSTCO- HR/RIDESHAF	1,823.87
					<b>Total :</b>	<b>2,352.53</b>
190014	10/7/2016	20747 CRON & ASSOC. TRANSCRIPTION	4674	2017-0219	ANNUAL- TRANSCRIPTION SERVIC	765.00
			4676	2017-0219	ANNUAL- TRANSCRIPTION SERVIC	72.25
					<b>Total :</b>	<b>837.25</b>
190015	10/7/2016	07791 CROW, AMY A.	REIMBURSEMENT		REIMBURSE NOTARY PUBLIC FEE	40.00
					<b>Total :</b>	<b>40.00</b>
190016	10/7/2016	32756 CUMMINGS, MYESHA	2002831001		REFUND ENROLLMENT YBB DIV 4-	60.00
					<b>Total :</b>	<b>60.00</b>
190017	10/7/2016	02593 DAILY JOURNAL CORP.	B2925174	2017-0117	BLANKET- ADVERTISING/NOTICES	211.20
					<b>Total :</b>	<b>211.20</b>
190018	10/7/2016	09674 DELL MARKETING LP	XK1NKK162	2017-0918	IT - RACK RAILS	204.10
					<b>Total :</b>	<b>204.10</b>
190019	10/7/2016	20290 DELTA CARE USA	102016		OCT 2016 COBRA PREMIUM DENTA	34.79
					<b>Total :</b>	<b>34.79</b>
190020	10/7/2016	13907 DELTA DENTAL OF CALIFORNIA	102016		OCT 2016 COBRA PREMIUM	294.18
					<b>Total :</b>	<b>294.18</b>
190021	10/7/2016	21029 DNA NUTRITION	444730	2017-0631	DNA NUTRITION	311.87
					<b>Total :</b>	<b>311.87</b>
190022	10/7/2016	32712 ELIVATE	1874094236A	2017-0838	FITNESS EQUIPMENT	258.37
					<b>Total :</b>	<b>258.37</b>
190023	10/7/2016	01162 ESTVANDER, DALE ZOLTEN	PLAN		SEP 28 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190024	10/7/2016	15913 EVERSOF	R1615360	2017-0014	ANNUAL- WATER SOFTENER- REC	86.79
					<b>Total :</b>	<b>86.79</b>
190025	10/7/2016	07800 FARMER, CHRISTOPHER R.	10182016		PER DIEM OCT 18-20-2016 IAPRO L	155.00
					<b>Total :</b>	<b>155.00</b>
190026	10/7/2016	20372 FIDELITY SECURITY LIFE INS/EYE	102016		OCT 2016 COBRA PREMIUM VISION	23.65
					<b>Total :</b>	<b>23.65</b>
190027	10/7/2016	19307 FLEX ADVANTAGE/COBRA ADVANTAGE	94249		SEP 2016 FLEX ADMIN	125.00
					<b>Total :</b>	<b>125.00</b>
190028	10/7/2016	31016 FLORES, PORFIRIO	09072016		EBT REIMBURSEMENT SEP 7-28 20	20.00
					<b>Total :</b>	<b>20.00</b>
190029	10/7/2016	02944 GALLS LLC	BC0321969 BC0321996	2017-0199 2017-0199	BLANKET- UNIFORMS- PD BLANKET- UNIFORMS- PD	718.20 596.97
					<b>Total :</b>	<b>1,315.17</b>
190030	10/7/2016	31053 GARCIA, CRUZ	09072016		EBT REIMBURSEMENT SEP 7-28 20	67.00
					<b>Total :</b>	<b>67.00</b>
190031	10/7/2016	31056 GAYTAN, ADRIAN	09072016		EBT REIMBURSEMENT SEP 7-28 20	62.00
					<b>Total :</b>	<b>62.00</b>
190032	10/7/2016	12340 GILBERT, ARTIST	PLAN		SEP 28 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190033	10/7/2016	31890 GONZALEZ JR, HECTOR	SAFETYSHOES		REIMB.SAFETY SHOES	116.00
					<b>Total :</b>	<b>116.00</b>
190034	10/7/2016	21417 GONZALEZ, FRANK NAVOR	PLAN		SEP 28 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190035	10/7/2016	32695 GONZALEZ, VICTOR	09072016		EBT REIMBURSEMENT SEP 7-28 20	42.00
					<b>Total :</b>	<b>42.00</b>
190036	10/7/2016	18476 GUTIERREZ, JERRY	PLAN		SEP 28 2016 COMMISSIONERS CC	50.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190036	10/7/2016	18476 18476 GUTIERREZ, JERRY	(Continued)		Total :	50.00
190037	10/7/2016	03716 HARDIN, DEAN P.	10102016		PER DIEM /PARKING OCT 10-13 2016	364.00
					Total :	364.00
190038	10/7/2016	19981 HINTZ, JEREMY R	10192016		PER DIEM OCT 19-21 2016 EXPLOF	155.00
					Total :	155.00
190039	10/7/2016	20037 INDIVIDUAL FOOD SERVICE	F0294300	2017-0962	STOCK ITEM	357.62
					Total :	357.62
190040	10/7/2016	02110 INLAND EMPIRE CRIME ANALYSTS	TUITIONCOSTANTINO		TUITION OCT 11 2016 CHRIS COST,	40.00
			TUITIONLOPEZ		TUITION OCT 11 2016 JEANETTE L,	40.00
			TUITIONMORALES		TUITION OCT 11 2016 JACQUELINE	40.00
					Total :	120.00
190041	10/7/2016	14408 INLAND PACIFIC CONTRACTORS	5515	2017-0542	HOME SWEET HOME PROJECT CA	10,960.19
					Total :	10,960.19
190042	10/7/2016	15435 INLAND PRESORT & MAILING SERV.	20162868	2017-0353	BLANKET- MAIL PROCESSING- PUF	44.21
			20162896	2017-0353	BLANKET- MAIL PROCESSING- PUF	162.47
					Total :	206.68
190043	10/7/2016	32748 JACKSON, MARQUISA LENA	939900979		RELEASE OF PROPERTY TAG # 57,	275.00
					Total :	275.00
190044	10/7/2016	17805 JERNIGAN, WILLIAM J	REIMBURSEMENT		REIMBURSE DMV DUPLICATE TITLI	20.00
					Total :	20.00
190045	10/7/2016	17042 JUAREZ, MERWIN G.	SAFETYSHOES		REIMB.SAFETY SHOES	200.00
					Total :	200.00
190046	10/7/2016	32097 KASA CONSTRUCTION, INC.	7		PY METROLINK PARKING LOT EXP,	34,447.50
					120808-05	
					Total :	34,447.50
190047	10/7/2016	19341 KCALS OFFICIALS	08102016	2017-0484	BLANKET- REFEREES - REC	1,350.00
			10072016	2017-0484	BLANKET- REFEREES - REC	270.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190047	10/7/2016	19341 19341 KCALS OFFICIALS	(Continued)		<b>Total :</b>	<b>1,620.00</b>
190048	10/7/2016	32753 KELLEY, BARBARA	2002825001		REFUND ENROLLMENT BALLET/TA	48.00
					<b>Total :</b>	<b>48.00</b>
190049	10/7/2016	31258 KIMLEY-HORN AND ASSOCIATES INC	094210010616		PY RPO 2016-2190 PSA RIALTO HO	7,376.65
			0949210010416		PY RPO 2016-2190 PSA RIALTO HO	1,554.70
			0949210010516		PY RPO 2016-2190 PSA RIALTO HO	3,700.15
			0949210010716	2016-2190	PROFESSIONAL SERVICES AGREE	3,960.00
			0949210010816	2016-2190	PROFESSIONAL SERVICES AGREE	2,569.50
			0949210020516		PY RPO 2016-2185 RIALTO HE	1,719.25
			0949210020616		PY RPO 2016-2185 RIALTO HE	2,466.75
			0949210020716	2016-2185	KIMLEY-HORN -HOUSING ELEMEN	3,887.00
			0949210020816	2016-2185	KIMLEY-HORN -HOUSING ELEMEN	1,345.50
					<b>Total :</b>	<b>28,579.50</b>
190050	10/7/2016	15599 KONICA MINOLTA BUSINESS	241649434	2017-0903	KONICA - BIZHUB C458 COLOR CO	5,273.84
					<b>Total :</b>	<b>5,273.84</b>
190051	10/7/2016	00491 LAKESHORE LEARNING MATERIALS	1231910916	2017-0207	BLANKET- LEARNING SUPPLIES- R	147.87
					<b>Total :</b>	<b>147.87</b>
190052	10/7/2016	32749 LANG JR, ANTHONY GEORGE	939900070		RELEASE OF PROPERTY TAG # 561	200.00
					<b>Total :</b>	<b>200.00</b>
190053	10/7/2016	20936 LD PRODUCTS INC.	SIP005253313	2017-0822	STOCK ITEMS	563.70
					<b>Total :</b>	<b>563.70</b>
190054	10/7/2016	10576 LDM ASSOC. INC.	4671	2017-1010	ANNUAL-CDBG CONSULTANT - FIN.	7,316.25
			4711	2017-1010	ANNUAL-CDBG CONSULTANT - FIN.	10,095.00
			4712	2014-0999	ADMINISTRATION OF NSP3 PROGF	262.50
					<b>Total :</b>	<b>17,673.75</b>
190055	10/7/2016	00413 LIEBERT CASSIDY WHITMORE	1426911		LEGAL SERVICES MATTER RI020-0	35.00
			1426912		LEGAL SERVICES MATTER RI020-0	945.00
					<b>Total :</b>	<b>980.00</b>
190056	10/7/2016	02208 LOCKWOOD ENGINEERING	101634	2016-2265	RIVERSIDE/BLOOMINGTON AVENU	3,200.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190056	10/7/2016	02208 LOCKWOOD ENGINEERING	(Continued)		160808-01	
					<b>Total :</b>	<b>3,200.00</b>
190057	10/7/2016	16754 LOPEZ, JEANETTE	10112016		PER DIEM OCT 11 2016 EXCEL FOF	15.00
					<b>Total :</b>	<b>15.00</b>
190058	10/7/2016	32682 LYNN MERRILL AND ASSOCIATES	1	2016-2208	CONTRACTOR FOR BUSINESS LIC	1,866.54
					<b>Total :</b>	<b>1,866.54</b>
190059	10/7/2016	32063 MAGIC JUMP RENTALS RIVERSIDE	4020	2017-0620	BUNGEE, BOUNCER FOR OPEN HC	1,475.00
					<b>Total :</b>	<b>1,475.00</b>
190060	10/7/2016	03553 MARYGOLD MUTUAL WATER CO.	00003136		WATER BILL 000097-00	229.48
					<b>Total :</b>	<b>229.48</b>
190061	10/7/2016	02085 MASTERLINE AIR SYSTEMS INC	14814	2017-0889	EMERGENCY REPAIR ON BS-204	543.60
					<b>Total :</b>	<b>543.60</b>
190062	10/7/2016	21594 MENJIVAR, JOSE OMAR	104	2017-0966	HEALTHY RIALTO - SENIOR FITNES 140005-07	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
190063	10/7/2016	13517 MILLS III, JAMES L.	10182016		PER DIEM OCT 18-20 2016 IAPRO L	155.00
					<b>Total :</b>	<b>155.00</b>
190064	10/7/2016	19610 MONOPRICE.COM	14897839	2017-0928	IT - HDMI CABLE FOR DISPATCH	77.74
					<b>Total :</b>	<b>77.74</b>
190065	10/7/2016	20044 MORALES, JACQUELYN LAUREN	10112016		PER DIEM OCT 11 2016 EXCEL FOF	15.00
					<b>Total :</b>	<b>15.00</b>
190066	10/7/2016	12521 NATIONAL ASSOC. SCHOOL	18058CONF		2016 CONFERENCE REG. CHARLE	550.00
					<b>Total :</b>	<b>550.00</b>
190067	10/7/2016	19075 NATIONAL RECOVERY AGENCY	187024		ACCT#004953-1 AUG 2016 COLL CC	368.62

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190067	10/7/2016	19075 NATIONAL RECOVERY AGENCY	(Continued) 187025		ACCT#004953-1 AUG 31 COLL COM	96.60
					<b>Total :</b>	<b>465.22</b>
190068	10/7/2016	00003 OFFICE DEPOT	863043817002	2017-0330	BLANKET - OFFICE DEPOT - PD	21.55
			865085215002	2017-0330	BLANKET - OFFICE DEPOT - PD	12.95
			866502590001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	27.83
			866502884001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	25.69
			866502885001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	9.16
			866523055001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	213.62
			866523331001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	118.79
			866523332001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	118.79
			867512398001	2017-0330	BLANKET - OFFICE DEPOT - PD	132.21
			867513693001	2017-0330	BLANKET - OFFICE DEPOT - PD	137.98
					<b>Total :</b>	<b>818.57</b>
190069	10/7/2016	12014 ORION SAFETY PRODUCTS	00260222	2017-0901	PATROL - FLARES	952.64
					<b>Total :</b>	<b>952.64</b>
190070	10/7/2016	08055 PARTIDA, JOHNNY M.	10172016		PER DIEM OCT 17-19 2016 SLI CLA:	135.00
					<b>Total :</b>	<b>135.00</b>
190071	10/7/2016	15832 PEDROZA, RICHARD J.	SAFETYSHOES		REIMB.SAFETY SHOES	156.95
					<b>Total :</b>	<b>156.95</b>
190072	10/7/2016	13595 PEUKERT, JOHN	PLAN		SEP 28 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190073	10/7/2016	16320 PROFORCE LAW ENFORCEMENT	286717	2017-0932	PATROLL - RIFLE MAGAZIINES	1,068.13
					<b>Total :</b>	<b>1,068.13</b>
190074	10/7/2016	21451 PROFORMA	90M9515123	2017-0985	TATTOOS FOR FP OPEN HOUSE	155.55
					<b>Total :</b>	<b>155.55</b>
190075	10/7/2016	31052 QUEZADA, NOEMI L	09072016		EBT REIMBURSEMENT SEP 7-28 20	92.00
					<b>Total :</b>	<b>92.00</b>
190076	10/7/2016	01995 REGENCY PET HOTEL	28	2017-0297	BLANKET- K9 SUPPLIES- PD	60.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190076	10/7/2016	01995 REGENCY PET HOTEL	(Continued)		080216-00	
					<b>Total :</b>	<b>60.00</b>
190077	10/7/2016	21302 RIALTO WATER SERVICES	051006001		WATER RDA 1455 N LINDEN 110701-02	81.34
			051006501		WATER RDA 1471 N LINDEN 110701-02	80.32
			081001500		1554 N LINDEN 009701-00	51.58
					<b>Total :</b>	<b>213.24</b>
190078	10/7/2016	32716 RIVERSIDE WINNELSON COMPANY	36537800	2017-0856	FACILITY MAINTENANCE	1,654.43
					<b>Total :</b>	<b>1,654.43</b>
190079	10/7/2016	20631 RUIZ, MICHAELA.	10082016	2017-0895	DJ FOR OPEN HOUSE	400.00
					<b>Total :</b>	<b>400.00</b>
190080	10/7/2016	32750 RUIZ, VERA HELEN	939704310		RELEASE OF PROPERTY TAG # 46:	909.00
					<b>Total :</b>	<b>909.00</b>
190081	10/7/2016	02845 SAN BRDO CO. TRANSPORTATION	TD00117		PY RPO 2017-0723 PO WAS WRON 150807-99 150807-01 150807-05	490,588.48
					<b>Total :</b>	<b>490,588.48</b>
190082	10/7/2016	32644 SAUNCHEZ, CHELSEY	R16031908		PY REFUND PET LICENSE NOT IN	11.80
					<b>Total :</b>	<b>11.80</b>
190083	10/7/2016	32553 SHINDIGZ	W36571720106A		PY RPO 2016-2184 BALANCE DUE	171.15
					<b>Total :</b>	<b>171.15</b>
190084	10/7/2016	03644 SMART & FINAL	171906	2017-0282	BLANKET- FOOD & SUPPLIES- POL	127.69
			172139	2017-0283	BLANKET- FOOD & SUPPLIES- HR	122.51
			172820	2017-0288	BLANKET- FOOD & SUPPLIES- CIT	191.44
			172973	2017-0283	BLANKET- FOOD & SUPPLIES- HR	71.96

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190084	10/7/2016	03644 03644 SMART & FINAL	(Continued)		Total :	513.60
190085	10/7/2016	32089 SOLARWINDS INC	IN293661	2017-0974	IT - DAMEWARE REMOTE SUPPOR	282.00
					Total :	282.00
190087	10/7/2016	03131 SOUTHERN CA. EDISON CO.	2032929432		SUMMARY ELECT.BILL	55,865.16
					000935-00	
					000936-00	
					003008-00	
					003011-00	
					003004-00	
					003005-00	
					003006-00	
					003013-00	
			2188243380		810 W EASTON ELECTRIC BILL	25.69
					000110-00	
			2228208732		SUMMARY ELECTRIC BILL ~	105.21
			2262450117		1475 N LINDEN ELECT.	182.08
			2266228410		2301 W WALNUT TC1 TRAFFIC SIG	53.89
			2281109355		726 LILAC	88.12
			2287647895		1605 1/2 N CACTUS AVE ELECT.BIL	40.72
			2290187061		1605 N CACTUS AVE	56.70
			2290534619		796 N CEDAR AVE	51.66
			2318770559		1446 ALDER AVE LS3	36.40
			2318770609		1446 ALDER TC1	53.89
			2318770633		1448 LOCUST LS1	34.99
			2318770716		1496 LINDEN	48.50
			2318770740		1496 LINDEN	36.40
			2318770799		1552 N AYALA DR LS3	33.77
			2318770815		1552 N AYALA DR TC1	53.89
			2323489906		ELECTRIC 1455 N LINDEN #A RDA	72.98
					110701-02	
			2334751781		2088 AYALA DR LS3	34.01
			2334751849		2088 AYALA DR TC1	51.33
			2340224344		1700 RIVERSIDE FIRE STATION 202	1,935.50
			2340364298		1712 S RIVERSIDE AVE LS-3	3,949.78

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190087	10/7/2016	03131 SOUTHERN CA. EDISON CO.	(Continued) 2357720838		228 E EASTON 100704-15	58.87
			2357721463		222 E EASTON	26.31
			2357721570		110 E EASTON	26.15
			2357721729		112 E EASTON 100704-15	73.63
			2358059996		188 E EASTON	30.53
			2358060127		190 E EASTON	48.18
			2358346039		168 E EASTON 100704-15	247.09
			2358346211		170 E EASTON 100704-15	26.92
			2358386779		1900 N LAUREL	43.88
			2359587995		1900 LAUREL LS-3	44.22
			2365980820		1706 W BASELINE RD PED TC-1	66.86
			2367225620		1980 N PEPPER AVE PED LS-3	14.47
			2370508681		1708 W BASELINE RD PED LS-3	50.38
			2370510190		2233 W RENAISSANCE PKWY	26.58
			2373249481		196 N CEDAR ~	387.68
			2373249770		189 N LINDEN AL-2 & TC-1	200.66
			2378895031		1317 N PALMETTO AVE PED	31.85
			2378895189		1352 N TAMARIND AVE ELECTRIC~	28.16
			2381025204		211 1/2 N LILAC TEMP POWER POL cb1302-04	58.17
			2385603550		ELECTRIC 300 N LILAC	1,291.06
			2386447098		1512 W BASELINE TC-1	82.52
					<b>Total :</b>	<b>65,674.84</b>
190088	10/7/2016	32004 THOMPSON, GLENDA J	09072016		EBT REIMBURSEMENT SEP 7-28 2016	35.00
					<b>Total :</b>	<b>35.00</b>
190089	10/7/2016	09856 TIME WARNER CABLE	8448400600160787 8448400600949940		CABLE ACCESS OCT 1- 21 2016 CABLE ACCESS SEP 30-OCT 29 2016	201.01 126.18
					<b>Total :</b>	<b>327.19</b>
190090	10/7/2016	32717 TRIACTIVE AMERICA	160908C	2017-0866	BUD BENDER PARK EQUIPMENT	12,549.05

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190090	10/7/2016	32717 TRIACTIVE AMERICA	(Continued)		cb1302-35	
					<b>Total :</b>	<b>12,549.05</b>
190091	10/7/2016	00913 TWINE, ALPHONSO HERNANDAZ	PLAN		SEP 28 2016 COMMISSIONERS COI	40.00
					<b>Total :</b>	<b>40.00</b>
190092	10/7/2016	16103 URIMAGE	9279	2017-0892	DATED STAMPS - URIMAGE	257.04
			9281	2017-0368	BLANKET- MISC PRINTING- POLICE	294.84
			9282	2017-0368	BLANKET- MISC PRINTING- POLICE	84.24
					<b>Total :</b>	<b>636.12</b>
190093	10/7/2016	32472 VALTIERRA, ERIK	10192016		PER DIEM OCT 19-21 2016 EXPLOF	155.00
					<b>Total :</b>	<b>155.00</b>
190094	10/7/2016	31226 VEJAR, GRACE	105	2017-0963	HEALTHY RIALTO - SENIOR NUTRI 140005-07	950.00
					<b>Total :</b>	<b>950.00</b>
190095	10/7/2016	32249 WALLACE & ASSOC CONSULTING INC	201602RIALTO2315	2016-1429	PY APPROVE PSA FOR ON CALL PI	1,187.50
			201602RIALTO2335A	2016-1429	PY APPROVE PSA FOR ON CALL PI	3,960.00
			201604RIALTO2335	2016-1429	PY APPROVE PSA FOR ON CALL PI	5,635.00
					<b>Total :</b>	<b>10,782.50</b>
190096	10/7/2016	00663 WAXIE SANITARY SUPPLY	76190882	2017-0786	ITEM# 320896	1,091.60
			76236966	2017-0940	STOCK ITEMS	582.67

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190096	10/7/2016	00663 WAXIE SANITARY SUPPLY	(Continued) 76239713 76245321	2017-0787 2017-0940	FLOOR MATS STOCK ITEMS	431.48 141.26 <b>Total : 2,247.01</b>
190097	10/7/2016	02853 WEST COAST ARBORISTS	116452A	2017-0541	ANNUAL- TREE TRIMMING & REMO	10,642.85 <b>Total : 10,642.85</b>
190098	10/7/2016	18341 WEST COAST LIGHTS & SIRENS	13863	2017-0702	FLEET MAINT. -PARKING CONTROL	951.87 <b>Total : 951.87</b>
190099	10/7/2016	15064 WEST LITE SUPPLY CO.	47899C	2017-0876	STOCK ITEMS	411.61 <b>Total : 411.61</b>
190100	10/7/2016	03545 WEST VALLEY WATER DIST.	15032354 1525915598 1583716146 1587516184 1851918690 1859718766 1913719276 2255522536 2271122680 2273322702 2298322936		N OF EASTON/W IDYLWD 000110-00 PKWY MTR 13096 000048-00 PKWY-AYALA/RIVERSIDE 000052-00 PKWY CEDAR/RIVERSIDE 000052-00 N/W BRIERWOOD & RANDALL 000038-00 SPRUCE/FROMER 000020-00 S LARCH/HUFF PKWY 000074-00 CEDAR & HAWTHORNE 000030-00 PKWY-CEDAR/WOODCREST 000055-00 CEDAR/MIRA-ANNEX 55 000055-00 RANDALL/W OF LARCH 000041-00	114.71 786.98 129.87 336.64 59.51 60.67 187.16 95.77 34.99 22.21 89.41

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190100	10/7/2016	03545 WEST VALLEY WATER DIST.	(Continued) 2309723042		LANDSCAPE ON CEDAR 000009-00	237.97
			2321123148		PARK-CHURCH/RAND WY 000054-00	59.51
			2321323150		PARK-N/RANDALL WY 000041-00	68.71
			2351723444		ANNEX S44:LARCH/MERRILL 000044-00	87.11
			2357523502		CEDAR/MERRILL PKWY 000083-00	161.55
			2690926696		PARK-CEDAR/ORCHA WY 000044-00	187.37
			78838502		PKWY WILLOW/WALNUT 000040-00	278.24
			8079139208		2751 N ASHFORD/BASIN PKWY N RIVERSIDE/N CASMALIA	475.58
			82678862		000051-00	755.10
			9391816		WALNUT-CACTUS PKWY 000033-00	121.07
<b>Total :</b>						<b>4,350.13</b>
190101	10/7/2016	03061 WILLDAN ASSOCIATES	00413431	2016-1803	PY CONSTRUCTION/ADMIN AND S 120808-15	7,126.25
			00413482	2016-1803	PY CONSTRUCTION/ADMIN AND S 120808-15	795.00
<b>Total :</b>						<b>7,921.25</b>
190102	10/7/2016	32182 WJI INDUSTRIES	95682440	2016-1220	STAFFING FOR BUSINESS LICENSI	748.80
			95683044	2016-1220	STAFFING FOR BUSINESS LICENSI	698.88
<b>Total :</b>						<b>1,447.68</b>
190103	10/7/2016	32358 WORKERS COMPENSATION FORUM	REGISTRATIONMOHAN		REGISTRATION PAULA MOHAN OC	50.00
<b>Total :</b>						<b>50.00</b>
190104	10/7/2016	01307 XEROX CORP.	086181007	2017-0422	ANNUAL- XEROX MAINT- PURCH	16.95
			086205499	2017-0417	ANNUAL- XEROX MAINT- PD	323.00

Bank code : gen

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account/Project #</u>	<u>Amount</u>
190104	10/7/2016	01307 XEROX CORP.	(Continued) 086450626	2017-0415	ANNUAL- XEROX MAINT- FINANCE	299.70
					<b>Total :</b>	<b>639.65</b>
99201759	9/28/2016	01974 PUBLIC EMPLOYEES RET.SYS.(MED)	102016		OCT 2016 GROUP MEDICAL PREM	123,284.43
					<b>Total :</b>	<b>123,284.43</b>
109 Vouchers for bank code : gen						<b>Bank total : 1,317,717.19</b>

Bank code : rua

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
39648	10/7/2016	21566 CONTACT SECURITY, INC.	652389RUA 71000RUA	2017-1025 2017-1025	MONTH TO MONTH SECURITY & PA MONTH TO MONTH SECURITY & PA	4,979.36 2,146.19
<b>Total :</b>						<b>7,125.55</b>
39649	10/7/2016	32046 WEST YOST ASSOCIATES INC	2030534 2030535	2016-0829 2016-0853	THIRD AMENDMENT TO THE PSA - AMENDMENT NO. 4 - CONSTRUCTI 160502-16	37,850.16 3,246.72
<b>Total :</b>						<b>41,096.88</b>
2 Vouchers for bank code : rua						<b>Bank total : 48,222.43</b>
111 Vouchers in this report						<b>Total vouchers : 1,365,939.62</b>

**FINANCE DEPARTMENT**

**ACCOUNTS PAYABLE : FY 2016-2017**

**VOIDED CHECK LISTS**

Check History Listing  
CITY OF RIALTO

Bank code: gen

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
187505	06/03/2016	03579 CLERK OF THE BOARD	V	10/04/2016	EXEMPTIOPROJCB1601	04/19/2016	50.00	50.00
187549	06/03/2016	32543 MELLISA CATHERINE PADII	V	10/04/2016	931100140	05/23/2016	25.00	25.00
187893	06/17/2016	32569 OMNI KNAPPER	V	10/04/2016	2002731001	06/02/2016	10.00	10.00
187894	06/17/2016	32568 OWEN KNAPPER	V	10/04/2016	2002730001	06/02/2016	10.00	10.00
187981	06/24/2016	32595 MARY ANNE APARACIO	V	10/04/2016	931101258	06/16/2016	145.00	145.00
188122	06/24/2016	32590 RONALD T WILLIAMS	V	10/04/2016	801211	06/14/2016	6.93	6.93
188231	06/30/2016	20170 TRAVON C RICKS	V	10/04/2016	06162016	06/16/2016	15.00	15.00
188249	06/30/2016	32616 STARS	V	10/04/2016	TUITION	06/16/2016	730.00	730.00
188642	07/22/2016	32644 CHELSEY SAUNCHEZ	V	10/04/2016	R16031908	05/03/2016	11.80	11.80

gen Total: 1,003.73

9 checks in this report

Total Checks: 1,003.73



## Legislation Details (With Text)

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File #: 16-760      Version: 1      Name: B.3  
Type: Warrant Resolution      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Resolution No. 15 (10/14/16)  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Warrant Resolution No. 15.pdf](#)

Date	Ver.	Action By	Action	Result
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Resolution No. 15 (10/14/16)

**FINANCE DEPARTMENT**

**ACCOUNTS PAYABLE : FY 2016-2017**

**WARRANT RESOLUTION** **15**

**RESOLUTION DATE** **10/14/16**

<b>SUMMARY OF ATTACHED REPORTS</b>	
<b>WARRANTS &amp; WIRES</b>	<b>VOIDED CHECKS (- FIGURE)</b>
<b>\$2,395,734.38</b>	

TOTALS

**TOTAL RESOLUTION** **\$2,395,734.38**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190105	10/14/2016	21082 20/20 NETWORK	2056	2017-0002	ANNUAL- PUBLIC RELATIONS- ADM	1,250.00
					<b>Total :</b>	<b>1,250.00</b>
190106	10/14/2016	31518 9 FINGERS, INC.	4059094	2017-0153	BLANKET- UNIFORMS- PD	61.55
					<b>Total :</b>	<b>61.55</b>
190107	10/14/2016	03688 A-1 WESTERN NOZZLE CO.	2815	2017-0065	BLANKET- FUEL PUMP REPAIR- PV	354.00
					<b>Total :</b>	<b>354.00</b>
190108	10/14/2016	01491 ADLERHORST INTERNATIONAL, INC	73408		AGITATOR SEMINAR	600.00
					<b>Total :</b>	<b>600.00</b>
190109	10/14/2016	31419 AIRGAS, INC.	9055602582	2017-0073	BLANKET- OXYGEN & RELATED ITE	110.60
			9055602583	2017-0073	BLANKET- OXYGEN & RELATED ITE	198.77
					<b>Total :</b>	<b>309.37</b>
190110	10/14/2016	12613 ALARMCO SECURITY SYSTEMS, INC.	69819	2017-0345	ANNUAL- ALARM MONITORING- PV	135.00
					<b>Total :</b>	<b>135.00</b>
190111	10/14/2016	32746 AMERICAN FLOOR MATS	617690	2017-0990	FRONT COUNTER ANTI-FATIGUE M	660.32
					<b>Total :</b>	<b>660.32</b>
190112	10/14/2016	13624 AMERICAN MEDICAL RESPONSE	0002874030001		TRIP 853-05026944-01 HILDE K RO	239.83
					<b>Total :</b>	<b>239.83</b>
190113	10/14/2016	32757 ANDERSON JR, CHARLES LEE	939706978		RELEASE OF PROPERTY TAG # 45:	1,844.00
					<b>Total :</b>	<b>1,844.00</b>
190114	10/14/2016	19994 ANTHEM BLUE CROSS	AMBULANCE		RFND AMB OVERPAY: CAMRYN ME	1,663.07
					<b>Total :</b>	<b>1,663.07</b>
190115	10/14/2016	08515 APPLE ONE EMPLOYMENT SERVICES	014219640	2017-0076	BLANKET- TEMP STAFFING FOR SC	265.72
			014230541	2017-0076	BLANKET- TEMP STAFFING FOR SC	416.11
					<b>Total :</b>	<b>681.83</b>
190116	10/14/2016	32762 ARIZONA PHYSICIANS IPA INC	AMBULANCE		RFND AMB OVERPAY: ANNA M MAF	396.21

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190116	10/14/2016	32762	32762 ARIZONA PHYSICIANS IPA INC		(Continued) Total :	396.21
190117	10/14/2016	01726 AT&T	80080322953		CITYWIDE LONG DISTANCE Total :	11,029.12 11,029.12
190118	10/14/2016	01726 AT&T	8310002002475 9093508400705 9095620296589 9098200182196 9098200803514 9098203056391 9098751050360 9098751060387 9098758172854 9098779706492		T1 LINE 251 S WILLOW PHONE BILL RECORDS WAREHOUSE PHONE PHONE BILL PHONE BILL PHONE BILL MODEM LINE FRISBIE PARK CITY CLERK TEMP OFFICE 131 S R SECURITY MODEM LINE FRISBIE P. SENIOR CENTER PHONE BILL Total :	871.50 0.03 38.09 0.00 3,469.70 193.64 20.74 20.74 40.48 340.50 4,995.42
190119	10/14/2016	01726 AT&T	143204376		U-VERSE INTERNET 131 S PALM Total :	100.81 100.81
190120	10/14/2016	18450 AUTHENTIC PROMOTIONS	131072	2017-0907	JR. FIREFIGHTER PLASTIC HATS (F Total :	1,440.00 1,440.00
190121	10/14/2016	14833 AUTO GRAPHIX SCREEN PRINTING	3055	2017-0490	BLANKET- SPORTS JERSEYS & AP Total :	971.19 971.19
190122	10/14/2016	18606 AUTOMOTIVE TRAINING GROUP	141002	2017-0946	DIESEL TRAINING SEMINAR Total :	418.00 418.00
190123	10/14/2016	03544 BARR DOOR, INC.	26782	2017-0085	BLANKET- EMERGENCY DOOR REI Total :	1,377.00 1,377.00
190124	10/14/2016	20460 BATTERY WORX INC	71583	2017-0086	BLANKET- AUTOMOTIVE BATTERIE Total :	353.34 353.34
190125	10/14/2016	02594 BORCHARD, NICHOLAS O.	10232016		PER DIEM OCT 23-26 2016 FIELD TI Total :	135.00 135.00

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190126	10/14/2016	00281 CALIF. BUILDING OFFICIALS	10322	2017-0977	CALBO TRAINING INVOICE - OCTO	2,145.00
					<b>Total :</b>	<b>2,145.00</b>
190127	10/14/2016	20619 CARL WARREN AND COMPANY	1775257	2017-0009	ANNUAL- G/L & THIRD PARTY ADMI	3,210.17
					<b>Total :</b>	<b>3,210.17</b>
190128	10/14/2016	13455 CARLSON, BRETT	R161159	2017-0910	BLANKET-BOARD UP/ABATEMENT-	1,232.00
			R161165	2017-0910	BLANKET-BOARD UP/ABATEMENT-	195.00
			R161168	2017-0910	BLANKET-BOARD UP/ABATEMENT-	342.00
			R161170	2017-0910	BLANKET-BOARD UP/ABATEMENT-	1,218.00
			R161173	2017-0910	BLANKET-BOARD UP/ABATEMENT-	260.00
			R161174	2017-0910	BLANKET-BOARD UP/ABATEMENT-	776.00
			R161177	2017-0910	BLANKET-BOARD UP/ABATEMENT-	295.00
			R161179	2017-0910	BLANKET-BOARD UP/ABATEMENT-	130.00
					<b>Total :</b>	<b>4,448.00</b>
190129	10/14/2016	21224 CDFA	07012016	2017-0177	BLANKET- FARMERS MRKT QUART	296.00
					<b>Total :</b>	<b>296.00</b>
190130	10/14/2016	02620 CHEVRON	7898195032	2017-0101	BLANKET- GAS, OIL, REPAIRS- PD	1,521.85
					<b>Total :</b>	<b>1,521.85</b>
190131	10/14/2016	32586 CINTAS CORPORATION NO. 2	5006181807	2017-0384	BLANKET- FIRST AID SUPPLIES- DI	154.90
					<b>Total :</b>	<b>154.90</b>
190132	10/14/2016	19815 COAST FITNESS REPAIR SHOP	64283	2017-0958	TREADMILL REPAIRS/STATION 201	894.68
					<b>Total :</b>	<b>894.68</b>
190133	10/14/2016	31892 COATS PRODUCTS, INC.	RC202614	2017-0982	APPARATUS CLEANING SUPPLIES	500.04
					<b>Total :</b>	<b>500.04</b>
190134	10/14/2016	02217 COMMUNITY ANIMAL HOSPITAL DBA	08012016	2017-0413	BLANKET- VET SERVICES- POLICE	1,349.00
					<b>Total :</b>	<b>1,349.00</b>
190135	10/14/2016	02760 CONSOLIDATED ELECTRICAL	6903761933	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	267.89
			6903762413	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	542.75
			6903762663	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	177.05
			6903763192	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	340.48

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190135	10/14/2016	02760 CONSOLIDATED ELECTRICAL	(Continued) 6903763616	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	128.51
					<b>Total :</b>	<b>1,456.68</b>
190136	10/14/2016	21566 CONTACT SECURITY, INC.	652388GENBALDUE	2017-1025	MONTH TO MONTH SECURITY & P/	12,215.35
					<b>Total :</b>	<b>12,215.35</b>
190137	10/14/2016	20629 CORVEL CORP.	501068	2017-0351	ANNUAL- WORKERS COMP TPA- H	4,145.83
					<b>Total :</b>	<b>4,145.83</b>
190138	10/14/2016	21556 COSTAR GROUP	104007666 104087836	2017-0402 2017-0402	ANNUAL- SUBSCRIPTION- DEV SV(	336.64
					ANNUAL- SUBSCRIPTION- DEV SV(	336.64
					<b>Total :</b>	<b>673.28</b>
190139	10/14/2016	07742 COSTCO	4781214675	2017-0107	BLANKET- COSTCO- REC	96.80
					<b>Total :</b>	<b>96.80</b>
190140	10/14/2016	32764 COTIVITI HEALTHCARE	AMBULANCE		RFND AMB OVERPAY: EDWARD SL	1,739.33
					<b>Total :</b>	<b>1,739.33</b>
190141	10/14/2016	00910 COUNSELING TEAM INTERNATIONAL, TH	32247 32250 32251 32256 32267	2017-0454 2017-0454 2017-0454 2017-0454 2017-0454	ANNUAL- NEW HIRE PSYC EXAMS- ANNUAL- NEW HIRE PSYC EXAMS- ANNUAL- NEW HIRE PSYC EXAMS- ANNUAL- NEW HIRE PSYC EXAMS- ANNUAL- NEW HIRE PSYC EXAMS-	900.00 300.00 300.00 600.00 600.00
					<b>Total :</b>	<b>2,700.00</b>
190142	10/14/2016	00901 CREST CHEVROLET	608845	2017-0114	BLANKET- AUTO PARTS- PW VARIC	243.72
					<b>Total :</b>	<b>243.72</b>
190143	10/14/2016	20747 CRON & ASSOC. TRANSCRIPTION	4679	2017-0219	ANNUAL- TRANSCRIPTION SERVIC	718.25
					<b>Total :</b>	<b>718.25</b>
190144	10/14/2016	01455 CSK AUTOMOTIVE, INC	2677236404 2677236523 2677236578 2677237663 2677237758	2017-0115 2017-0115 2017-0115 2017-0115 2017-0116	BLANKET- AUTO PARTS- PW VARIC BLANKET- AUTO PARTS- PW VARIC BLANKET- AUTO PARTS- PW VARIC BLANKET- AUTO PARTS- PW VARIC BLANKET- AUTO PARTS- FIRE	93.73 23.19 5.93 6.47 6.54

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190144	10/14/2016	01455 CSK AUTOMOTIVE, INC	(Continued)			
			2677237910	2017-0115	BLANKET- AUTO PARTS- PW VARIC	17.80
			2677237982	2017-0115	BLANKET- AUTO PARTS- PW VARIC	14.41
			2677238035	2017-0115	BLANKET- AUTO PARTS- PW VARIC	17.80
			2677238174	2017-0115	BLANKET- AUTO PARTS- PW VARIC	37.45
					<b>Total :</b>	<b>223.32</b>
190145	10/14/2016	02593 DAILY JOURNAL CORP.	B2923033	2017-0121	BLANKET- ADVERTISING- PW VARI	206.80
			B2924824	2017-0120	BLANKET- ADVERTISING- FIRE	211.20
					<b>Total :</b>	<b>418.00</b>
190146	10/14/2016	02996 DANIELS TIRE SERVICE	230096940	2017-0521	BLANKET- TIRE- PW VARIOUS	2,739.10
			230096950	2017-0521	BLANKET- TIRE- PW VARIOUS	1,538.18
			230097023	2017-0521	BLANKET- TIRE- PW VARIOUS	446.21
					<b>Total :</b>	<b>4,723.49</b>
190147	10/14/2016	00254 DANS LAWMOWER CENTER	116640	2017-0123	BLANKET- REPAIRS & PARTS- PW \	99.81
			116721	2017-0123	BLANKET- REPAIRS & PARTS- PW \	6.03
					<b>Total :</b>	<b>105.84</b>
190148	10/14/2016	31884 DEANDA, RANDY	10272016		PER DIEM OCT 27-28 2016 SBCO P	35.00
					<b>Total :</b>	<b>35.00</b>
190149	10/14/2016	09674 DELL MARKETING LP	XK1P13PK5	2017-0917	PATROL - COMPUTER HARD DRIVE	2,470.96
					<b>Total :</b>	<b>2,470.96</b>
190150	10/14/2016	20439 DONNOE & ASSOCIATES INC	6254	2017-0923	BUILDING INSPECTOR TEST	755.00
					<b>Total :</b>	<b>755.00</b>
190151	10/14/2016	21275 DOUBLE BARREL ENVIRONMENTAL	28482	2017-0132	BLANKET- HAZARDOUS WASTE CL	2,076.55
					<b>Total :</b>	<b>2,076.55</b>
190152	10/14/2016	32712 ELIVATE	1874094236	2017-0838	FITNESS EQUIPMENT	46.11
					<b>Total :</b>	<b>46.11</b>
190153	10/14/2016	32758 ELLIOT, CHRISTOPHER TRYPHON	939705668		RELEASE OF PROPERTY TAG # 481	170.37
					<b>Total :</b>	<b>170.37</b>

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190154	10/14/2016	19100 EMERGENCY SERVICE RESTORATION	LASI1611060	2017-0919	EMERGENCY SNACK BAR PARK CI	1,520.95
					<b>Total :</b>	<b>1,520.95</b>
190155	10/14/2016	02746 ENTERPRISE RENT A CAR	11027676	2017-0136	BLANKET- VEHICLE RENTALS- POL	484.64
					<b>Total :</b>	<b>484.64</b>
190156	10/14/2016	07995 FOX OCCUPATIONAL MEDICAL CTR.	515073762	2017-0179	BLANKET- EXAMS & DRUG SCREEI	1,585.00
					<b>Total :</b>	<b>1,585.00</b>
190157	10/14/2016	12218 FRITTS FORD	215770	2017-0145	BLANKET- AUTO PARTS & REPAIRS	-540.00
			215948	2017-0145	BLANKET- AUTO PARTS & REPAIRS	71.34
			215952	2017-0145	BLANKET- AUTO PARTS & REPAIRS	86.59
			215994	2017-0145	BLANKET- AUTO PARTS & REPAIRS	117.14
			216058	2017-0145	BLANKET- AUTO PARTS & REPAIRS	127.12
			216106	2017-0145	BLANKET- AUTO PARTS & REPAIRS	89.00
			216149	2017-0145	BLANKET- AUTO PARTS & REPAIRS	38.90
			216258	2017-0145	BLANKET- AUTO PARTS & REPAIRS	79.22
			216284	2017-0145	BLANKET- AUTO PARTS & REPAIRS	324.28
			216388	2017-0145	BLANKET- AUTO PARTS & REPAIRS	39.31
					<b>Total :</b>	<b>432.90</b>
190158	10/14/2016	14068 FUN EXPRESS	244S03		CONSIGNMENT SETTLEMENT 244-	78.00
					<b>Total :</b>	<b>78.00</b>
190159	10/14/2016	08118 G4S SECURE SOLUTIONS (USA) INC	7924168	2017-0450	BLANKET- JAILER SERVICES- POLI	7,568.65
					<b>Total :</b>	<b>7,568.65</b>
190160	10/14/2016	02944 GALLS LLC	BC0324575	2017-0930	PATROL - RIOT SHIELDS	2,302.83
			BC0324762	2017-0199	BLANKET- UNIFORMS- PD	718.20
					<b>Total :</b>	<b>3,021.03</b>
190161	10/14/2016	19813 GARY W. MILLER, ARCHITECT	1500129RA3R	2016-1759	FOURTH AMENDMENT TO THE PSA cb1601-01	6,737.50
					<b>Total :</b>	<b>6,737.50</b>
190162	10/14/2016	32760 GAVION, RONNIE L	AMBULANCE		RFND AMB OVERPAY: OCTAVIA TH/	120.77
					<b>Total :</b>	<b>120.77</b>

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190163	10/14/2016	19452 GEYSER EQUIPMENT	50395	2017-0146	BLANKET- GRAFFITI REMOVER- PV	594.00
					<b>Total :</b>	<b>594.00</b>
190164	10/14/2016	18253 GRADILLA, CLAUDIA M.	10112016		PER DIEM OCT 11-12 2016 CLETS T	30.00
					<b>Total :</b>	<b>30.00</b>
190165	10/14/2016	01066 GRAYBAR ELECTRIC CO. INC.	987527714	2017-0148	BLANKET- PARTS & REPAIRS- PW	87.62
			987553944	2017-0148	BLANKET- PARTS & REPAIRS- PW	201.84
			987607621	2017-0148	BLANKET- PARTS & REPAIRS- PW	113.57
					<b>Total :</b>	<b>403.03</b>
190166	10/14/2016	32763 HEALTH NET LIFE INS CO	AMBULANCE		RFND AMB OVERPAY: HERBERT KL	400.00
					<b>Total :</b>	<b>400.00</b>
190167	10/14/2016	02215 HICE, CHRISTOPHER P.	09272016		PER DIEM SEP 27-29 2016 SWAT P	135.00
					<b>Total :</b>	<b>135.00</b>
190168	10/14/2016	31823 INLAND EMPIRE HEALTH PLAN	AMBULANCE		RFND AMB OVERPAY: NIBAL ALKHC	124.70
			AMBULANCE		RFND AMB OVERPAY: DELIA E MOF	124.31
			AMBULANCE		RFND AMB OVERPAY: JAMES T HAI	122.23
					<b>Total :</b>	<b>371.24</b>
190169	10/14/2016	20948 INLAND LIGHTING SUPPLIES, INC.	202088	2017-0181	BLANKET- LIGHTING SUPPLIES -PU	921.46
					<b>Total :</b>	<b>921.46</b>
190170	10/14/2016	02950 INTERNAL CONTROL	10925	2017-0190	BLANKET- POLYGRAPH SERVICE- I	420.00
					<b>Total :</b>	<b>420.00</b>
190171	10/14/2016	03399 J & K AUTO BODY & TOWING	202	2017-0959	PAINT REPAIR FOR CITY VEHICLES	348.80
			203	2017-0959	PAINT REPAIR FOR CITY VEHICLES	280.04
			206	2017-0959	PAINT REPAIR FOR CITY VEHICLES	637.40
			207	2017-0959	PAINT REPAIR FOR CITY VEHICLES	280.04
			209	2017-0959	PAINT REPAIR FOR CITY VEHICLES	100.00
					<b>Total :</b>	<b>1,646.28</b>
190172	10/14/2016	32759 JAMES, CORENE	2002830001		REFUND DAMAGE DEPOSIT SR.CT	350.00
					<b>Total :</b>	<b>350.00</b>

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190173	10/14/2016	02437 JIMS MUFFLERS & FABRICATION	11405	2017-0191	BLANKET- MUFFLER REPAIRS- PW	104.80
					<b>Total :</b>	<b>104.80</b>
190174	10/14/2016	00947 JOHNSONS HARDWARE	513529	2017-0193	BLANKET- MATERIALS & SUPPLIES	66.45
			513536	2017-0193	BLANKET- MATERIALS & SUPPLIES	141.57
			513540	2017-0193	BLANKET- MATERIALS & SUPPLIES	20.93
			513551	2017-0193	BLANKET- MATERIALS & SUPPLIES	243.40
			513552	2017-0193	BLANKET- MATERIALS & SUPPLIES	255.02
			513565	2017-0193	BLANKET- MATERIALS & SUPPLIES	21.37
			513570	2017-0196	BLANKET- MATERIALS & SUPPLIES	15.14
			513572	2017-0195	BLANKET- MATERIALS & SUPPLIES	18.46
					<b>Total :</b>	<b>782.34</b>
190175	10/14/2016	01195 KAISER FOUNDATION HEALTH PLAN,, INC AMBULANCE			RFND AMB OVERPAY: GAIL S NACH	1,542.70
					<b>Total :</b>	<b>1,542.70</b>
190176	10/14/2016	32097 KASA CONSTRUCTION, INC.	8	2016-0827	METROLINK PARKING LOT EXPANS 120808-05	15,553.38
					<b>Total :</b>	<b>15,553.38</b>
190177	10/14/2016	01075 KEY PLACE, INC, THE	23501	2017-0202	BLANKET- LOCKSMITH- POLICE	234.56
			23502	2017-0203	BLANKET- LOCKSMITH- PW	103.59
					<b>Total :</b>	<b>338.15</b>
190178	10/14/2016	03373 KEYSER MARSTON ASSOC.,INC.	0030091	2017-1004	BLANKET- REAL ESTATE ADVISOR	8,842.50
					<b>Total :</b>	<b>8,842.50</b>
190179	10/14/2016	21631 KEYSTONE (US) MANAGEMENT, INC	10397148	2017-0019	ANNUAL- FIRE MONITORING- PW	1,971.60
					<b>Total :</b>	<b>1,971.60</b>
190180	10/14/2016	21631 KEYSTONE (US) MANAGEMENT, INC	27230140	2017-0019	ANNUAL- FIRE MONITORING- PW	234.92
					<b>Total :</b>	<b>234.92</b>
190181	10/14/2016	15599 KONICA MINOLTA BUSINESS	241843163	2017-0396	ANNUAL- COPIER MAINT- REC ADM	504.52
					<b>Total :</b>	<b>504.52</b>
190182	10/14/2016	32264 KOSMONT & ASSOCIATES INC	0005BALDUE	2016-1621	EXISTING WALMART BUILDING STI	3,437.50

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190182	10/14/2016	32264 32264 KOSMONT & ASSOCIATES INC	(Continued)		Total :	3,437.50
190183	10/14/2016	21148 LA CARE HEALTH PLAN	AMBULANCE		RFND AMB OVERPAY: PETER ORO:	127.89
					Total :	127.89
190184	10/14/2016	03161 LAW ENFORCEMENT MEDICAL SERV.	12504	2016-1112 2017-0507	OTS GRANT - PHLEBOTOMIST SER	3,567.00
					Total :	3,567.00
190185	10/14/2016	01779 LESLIES POOL SUPPLIES INC.	240410210	2017-0210	BLANKET- MATERIALS & SUPPLIES	233.27
					Total :	233.27
190186	10/14/2016	13464 LEXISNEXIS RISK SOLUTIONS	103461720160930	2017-0211	BLANKET- INVESTIGATIVE SERVIC	204.00
					Total :	204.00
190187	10/14/2016	00413 LIEBERT CASSIDY WHITMORE	1426909 1426910 1427567	2017-1045	LEGAL SERVICES MATTER RI020-0 LEGAL SERVICES MATTER RI020-0 LCW TRAINING	3,421.80 3,688.50 1,650.00
					Total :	8,760.30
190188	10/14/2016	00939 LINCOLN EQUIPMENT, INC.,	SI301660 SI301661	2017-0355 2017-0355	BLANKET- POOL CHEMICALS- PW BLANKET- POOL CHEMICALS- PW	351.69 415.68
					Total :	767.37
190189	10/14/2016	16509 LOPEZ, ERIN ANN	10112016BAL		PER DIEM OCT 11-12 2016 CLETS T	15.00
					Total :	15.00
190190	10/14/2016	15561 LOWES HIW, INC	901712 902668	2017-0217 2017-0216	BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES	40.42 69.90
					Total :	110.32
190191	10/14/2016	18193 MARQUEZ, GREGORY N	10242016		PER DIEM OCT 24-28 2016 HONOR	75.00
					Total :	75.00
190192	10/14/2016	32771 MCWILLIAMS, NIKI	939905552		RELEASE OF PROPERTY TAG # 59	308.00
					Total :	308.00
190193	10/14/2016	20578 MICHAEL M NEEKI DO, INC.	092016	2017-0044	ANNUAL- MEDICAL DIRECTOR SER	1,458.33

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190193	10/14/2016	20578 20578 MICHAEL M NEEKI DO, INC.	(Continued)		Total :	1,458.33
190194	10/14/2016	08566 MIRACLE RECREATION EQUIP. CO.	780253	2017-0227	BLANKET- MATERIALS & SUPPLIES	1,093.31
					Total :	1,093.31
190195	10/14/2016	02797 MOBILE MINI, LLC	9001003861	2017-0024	ANNUAL- STORAGE RENTAL- FIRE	96.15
					Total :	96.15
190196	10/14/2016	21614 MONAT, JONATHAN S	09072016		ARBITRATOR FEE RI020-070	4,500.00
					Total :	4,500.00
190197	10/14/2016	32693 MORALES, JULIAN VEGA	144963	2017-1043	RS PLEDGE ICE CREAM TRUCK	473.50
					Total :	473.50
190198	10/14/2016	31891 MOUNTAIN VIEW URGENT CARE GROU	09282016	2017-0229	BLANKET- HAZMAT PHYSICALS- FII	1,000.00
					Total :	1,000.00
190199	10/14/2016	32751 NETTIE DANIELSON TORNING	10312016	2017-1019	HALLOWEEN PETTING ZOO	799.50
					Total :	799.50
190200	10/14/2016	16071 NOWDOCS INTERNATIONAL INC.	60591	2017-1056 2017-1056	2016 TAX -W2 & 1099 SUPPLIES	497.68
					Total :	497.68
190201	10/14/2016	31883 NUNEZ JR, FIDEL	10242016		PER DIEM OCT 24-28 2016 HONOR	75.00
					Total :	75.00
190202	10/14/2016	00003 OFFICE DEPOT	865084271001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	10.20
			865769893001GEN	2017-0334	BLANKET- OFFICE SUPPLIES- ADM	37.45
			866884502001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	47.51
			866885764001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	65.20
			867510756001	2017-0334	BLANKET- OFFICE SUPPLIES- ADM	89.25
			868493144001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	216.34
			868493399001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	24.81
			869601268001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	-6.51
			869602260001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	60.24
			869630109001	2017-0334	BLANKET- OFFICE SUPPLIES- ADM	35.44
			869796519001	2017-0330	BLANKET - OFFICE DEPOT - PD	102.61

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190202	10/14/2016	00003 OFFICE DEPOT	(Continued) 869796744001	2017-0330	BLANKET - OFFICE DEPOT - PD	72.78
					<b>Total :</b>	<b>755.32</b>
190203	10/14/2016	13687 ONE STOP PARTS SOURCE	1775773RS 1786603RS	2017-0238 2017-0238	BLANKET- AUTO PARTS- PW VARIC BLANKET- AUTO PARTS- PW VARIC	-120.48 281.47
					<b>Total :</b>	<b>160.99</b>
190204	10/14/2016	01592 PARKHOUSE TIRES INC.	2010483936 2010484299 2010484496 2040051032	2017-0608 2017-0608 2017-0609 2017-0608	BLANKET- SERVICE & TIRES- FIRE BLANKET- SERVICE & TIRES- FIRE BLANKET- SERVICE & TIRES- VARI BLANKET- SERVICE & TIRES- FIRE	321.71 1,749.92 1,026.65 130.00
					<b>Total :</b>	<b>3,228.28</b>
190205	10/14/2016	21310 PC MALL GOV	S98583580101	2017-0954	SMARTNET	1,621.24
					<b>Total :</b>	<b>1,621.24</b>
190206	10/14/2016	00034 PERRY, ANGELA M.	10202016		PER DIEM OCT 20-21 2016 MOBILIT	71.00
					<b>Total :</b>	<b>71.00</b>
190207	10/14/2016	11721 PETSMART	T5664C1011011163101	2017-0246	BLANKET- K9 SUPPLIES- PD 080216-00	160.89
					<b>Total :</b>	<b>160.89</b>
190208	10/14/2016	07740 PMW ASSOCIATES	TUITIONMUIR TUITIONRICE		TUITION NOV 15-17 2016 ROBERT I TUITION NOV 15-17 2016 DWUAN F	420.00 420.00
					<b>Total :</b>	<b>840.00</b>
190209	10/14/2016	00243 PRUDENTIAL OVERALL SUPPLY	22310636 22310638 22310640 22310643 22310645 22310648 22310650 22310652 22310655 22310662	2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0254 2017-0253	CUST 1281607 MATS- PW 335 W RI CUST 1299901 MATS - PW BREAK F CUST 1281603 MATS- M & O BLDG CUST 1299900 LINENS - FLEET-MA CUST 1299900 LINENS - FLEET-MA CUST 1299900 LINENS - FLEET-MA CUST 1299900 LINENS - FLEET-MA CUST 1281600 MATS- FLEET CUST 1299900 LINENS - FLEET-MA CUST 1281602 MATS- POLICE DEP	19.83 14.20 19.63 46.87 43.44 45.01 25.25 48.08 27.32 15.33

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190209	10/14/2016	00243 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22310668	2017-0252	CUST 1281606 LINENS- FIRE	65.83
			22310674	2017-0251	CUST 1281605 MATS- PLANNING	19.53
			22310676	2017-0250	CUST 1281601 MATS CITY HALL	15.33
					<b>Total :</b>	<b>405.65</b>
190210	10/14/2016	00243 PRUDENTIAL OVERALL SUPPLY	22314078	2017-0254	CUST 1281607 MATS- PW 335 W RI	19.83
			22314080	2017-0254	CUST 1299901 MATS - PW BREAK F	14.20
			22314082	2017-0254	CUST 1281603 MATS- M & O BLDG	19.63
			22314084	2017-0254	CUST 1299900 LINENS - FLEET-MA	46.87
			22314085	2017-0254	CUST 1299900 LINENS - FLEET-MA	37.93
			22314088	2017-0254	CUST 1299900 LINENS - FLEET-MA	45.01
			22314090	2017-0254	CUST 1299900 LINENS - FLEET-MA	25.25
			22314092	2017-0254	CUST 1281600 MATS- FLEET	48.08
			22314094	2017-0254	CUST 1299900 LINENS - FLEET-MA	27.01
			22314098	2017-0253	CUST 1281602 MATS- POLICE DEP	15.33
			22314102	2017-0251	CUST 1281605 MATS- PLANNING	19.53
			22314105	2017-0250	CUST 1281601 MATS CITY HALL	15.33
					<b>Total :</b>	<b>334.00</b>
190211	10/14/2016	00707 RDJ SPECIALTIES, INC.	006620	2017-0799	MOOD PENCILS FOR OPEN HOUSE	788.60
					<b>Total :</b>	<b>788.60</b>
190212	10/14/2016	18728 RIALTO TROPHY	6635	2017-0493	BLANKET- RIALTO TROPHY - PD	81.49
					<b>Total :</b>	<b>81.49</b>
190213	10/14/2016	21302 RIALTO WATER SERVICES	CYCLE1		CYCLE 1 WATER BILLS	25,976.21
					000071-00	
					000084-00	
					000935-00	
					000935-00	
					<b>Total :</b>	<b>25,976.21</b>
190214	10/14/2016	11040 ROBERTSON, LELIA D.	10202016		PER DIEM OCT 20-21 2016 MOBILIT	71.00
					<b>Total :</b>	<b>71.00</b>

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190215	10/14/2016	19885 ROEDER, CARL	104RETENTION 105	2017-0995	RETENTION RELEASE MOBILE HOME REPAIR PROGRAM	405.00 4,281.00 <b>Total : 4,686.00</b>
190216	10/14/2016	16193 RON TURLEY ASSOCIATES	47650	2017-1012	RTA FLEET SOFTWARE	1,604.00 <b>Total : 1,604.00</b>
190217	10/14/2016	03117 ROTO ROOTER	IE276003	2017-0264	BLANKET- PLUMBING SERVICE- PV	604.93 <b>Total : 604.93</b>
190218	10/14/2016	00710 SAN BRDO & RIVERSIDE CO. FIRE	87090	2017-0405	BLANKET- EXTINGUISHER SERVIC	99.30 <b>Total : 99.30</b>
190219	10/14/2016	20032 SAN BRDO CO FIRE PROTECTION	16303647		INCIDENT 16-139833 DOS AUG 17 2	1,795.48 <b>Total : 1,795.48</b>
190220	10/14/2016	01506 SAN BRDO CO. FIRE DEPT.	2017021	2017-0051	ANNUAL- DISPATCH SERVICE- FIRI	52,532.64 <b>Total : 52,532.64</b>
190221	10/14/2016	32772 SANCHEZ, MONIQUE LILLIAN	930100286		RELEASE OF PROPERTY TAG # 67:	20.00 <b>Total : 20.00</b>
190222	10/14/2016	21264 SCHINDLER ELEVATOR CORP.	7152399631	2017-0989	ELEVATOR SERVICE REPAIR	680.95 <b>Total : 680.95</b>
190223	10/14/2016	00529 SHARP EXTERMINATOR CO.	100155 100156	2017-0058 2017-0058	ANNUAL- PEST CONTROL- PW ANNUAL- PEST CONTROL- PW	610.00 175.00 <b>Total : 785.00</b>
190224	10/14/2016	32773 SILVA, PHILLIP GERALD	930102980		RELEASE OF PROPERTY TAG # 69:	296.00 <b>Total : 296.00</b>
190225	10/14/2016	32191 SITEONE LANDSCAPE SUPPLY LLC	77738045 77777178	2017-1013 2017-0280	TEMPORARY BLANKET- MATERIAL- 160206-05 BLANKET- IRRIGATION SUPPLIES-	199.29 143.16 <b>Total : 342.45</b>
190226	10/14/2016	03644 SMART & FINAL	122113	2017-0285	BLANKET- FOOD & SUPPLIES- REC	259.60

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190226	10/14/2016	03644 SMART & FINAL	(Continued)			
			122126	2017-0285	BLANKET- FOOD & SUPPLIES- REC	24.98
			175435	2017-0282	BLANKET- FOOD & SUPPLIES- POL	41.90
			175683	2017-0281	BLANKET- FOOD & SUPPLIES- FIRE	101.18
			176619	2017-0285	BLANKET- FOOD & SUPPLIES- REC	84.65
			179661	2017-0285	BLANKET- FOOD & SUPPLIES- REC	157.37
			700050	2017-0285	BLANKET- FOOD & SUPPLIES- REC	-24.98
					<b>Total :</b>	<b>644.70</b>
190227	10/14/2016	03131 SOUTHERN CA. EDISON CO.	2011956711		SUMMARY ELECT.BILL	48,751.67
			2102503349		SUMMARY ELECT BILL	1,612.98
			2251384194		LINDEN/BASELINE LS 1 ALLNITE	2,711.78
			2257194332		410 W AGUA MANSA ELECT.BILL	23.32
			2274536499		SPRUCE/BOHNERT	31.40
			2318770674		1448 LOCUST TC1	56.46
			2323345504		ELECTRIC 1554 W MERRILL PED	23.32
			2333489748		LLMD 2 ELECTRIC BILL	1,354.66
			2337261929		ELECTRIC BILL 3892 S RIVERSIDE.	59.90
			2337261945		3892 S RIVERSIDE AVE B	93.86
			2365872944		704 W EL RIVINO RD TC-1	38.20
			2367710548		708 W EL RIVINO RD LS-1	24.21
					<b>Total :</b>	<b>54,781.76</b>
190228	10/14/2016	02848 SOUTHERN CALIF. GAS CO.	01542246002		214 N PALM GAS	0.00
			07992102009		1451 N LINDEN	17.52
			08832102860		1475 N LINDEN	0.00
					<b>Total :</b>	<b>17.52</b>
190229	10/14/2016	17116 STANLEY R. HOFFMAN ASSOC. INC	13141	2017-0933	FISCAL IMPACT ANALYSIS PROPO	4,480.00
					<b>Total :</b>	<b>4,480.00</b>
190230	10/14/2016	13253 STELLA, PAUL J	10242016		PER DIEM OCT 24-28 2016 POST M	225.00
					<b>Total :</b>	<b>225.00</b>
190231	10/14/2016	31846 TANKERSLEY, RICKY W.	201607RPD	2017-0035	ANNUAL - I.T. CONTRACTOR - PD	1,450.00
					<b>Total :</b>	<b>1,450.00</b>
190232	10/14/2016	32761 TAPP, GARLAND	AMBULANCE		RFND AMB OVERPAY: ANTHONY G	250.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190232	10/14/2016	32761 32761 TAPP, GARLAND	(Continued)		<b>Total :</b>	<b>250.00</b>
190233	10/14/2016	01477 THERMAL COMBUSTION INNOVATORS	165288	2017-0379	BLANKET- BIOHAZARDOUS WASTE	77.95
					<b>Total :</b>	<b>77.95</b>
190234	10/14/2016	09856 TIME WARNER CABLE	8448400600953595	2017-0430	150 S PALM FIBER	1,570.00
					<b>Total :</b>	<b>1,570.00</b>
190235	10/14/2016	31799 TITAN TIRE RECYCLING INC	206991	2017-0303	BLANKET- TIRE RECYCLING- WAS	805.00
					<b>Total :</b>	<b>805.00</b>
190236	10/14/2016	32769 TORRANCE, ROSHAUN	REIMBURSEMENT		REIMBURSE REQUIRED IMMUNIZA	30.00
					<b>Total :</b>	<b>30.00</b>
190237	10/14/2016	32452 TPS PLUMBING SUPPLY INC	456649	2017-0305	BLANKET- EMERGENCY PLUMBINC	568.45
					<b>Total :</b>	<b>568.45</b>
190238	10/14/2016	20906 TRAFFIC LOGIX INC.	120475	2017-0865	REPLACEMENT SOLAR PANEL	160.00
					<b>Total :</b>	<b>160.00</b>
190239	10/14/2016	16103 URIMAGE	9277	2017-0374	BLANKET- MISC PRINTING- FIRE	38.88
			9296	2017-0367	BLANKET- MISC PRINTING- ADMIN	21.60
			9307	2017-0975	JOB FAIR FLYERS AND NAME PLAT	12.96
			9308	2017-0975	JOB FAIR FLYERS AND NAME PLAT	96.12
			9312	2017-0961	HALLOWEEN EVENT FLYERS, BAN	213.84
			9313	2017-0961	HALLOWEEN EVENT FLYERS, BAN	96.12
			9314	2017-0961	HALLOWEEN EVENT FLYERS, BAN	42.12
			9315	2017-0374	BLANKET- MISC PRINTING- FIRE	171.72
					<b>Total :</b>	<b>693.36</b>
190240	10/14/2016	09513 US BANK TRUST N.A.	4414701	2017-1023	ANNUAL - CFD 2006-1 BANK AGEN	1,100.00
					<b>Total :</b>	<b>1,100.00</b>
190241	10/14/2016	32110 VARGAS, FERNANDO	RPD201609	2017-0487	ANNUAL - I.T. CONTRACTOR - PD	2,400.00
					<b>Total :</b>	<b>2,400.00</b>
190242	10/14/2016	10250 VERIZON	37246265700001GEN		CELL SERVICE AUG 24- SEP 23 201	2,443.96

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190242	10/14/2016	10250 VERIZON	(Continued) 57081603600001		CELLULAR SERVICES AUG 22-SEP	5,091.12
			87212775600001	2017-0312	CELLULAR SERVICE JUL 22-AUG 2	0.00
			87212775600001		CELLULAR SERVICE AUG 22-SEP 2	0.00
					<b>Total :</b>	<b>7,535.08</b>
190243	10/14/2016	01247 VULCAN MATERIALS	71246580	2017-0313	BLANKET- ASPHALT & BASE- PW M	178.18
			71248779	2017-0313	BLANKET- ASPHALT & BASE- PW M	121.80
			71251403	2017-0313	BLANKET- ASPHALT & BASE- PW M	117.72
			71252843	2017-0313	BLANKET- ASPHALT & BASE- PW M	72.76
			71254974	2017-0313	BLANKET- ASPHALT & BASE- PW M	117.04
					<b>Total :</b>	<b>607.50</b>
190244	10/14/2016	32766 WASHINGTON DEPT OF LICENSING	QUICKTITLE	2017-1046	ADMINISTRATION - VEHICLE TITLE	81.00
					<b>Total :</b>	<b>81.00</b>
190245	10/14/2016	00663 WAXIE SANITARY SUPPLY	76269345	2017-0315	BLANKET - EMERGENCY SUPPLIE	243.65
					<b>Total :</b>	<b>243.65</b>
190246	10/14/2016	03545 WEST VALLEY WATER DIST.	15740432		RANDALL/TEAKWOOD PRKWY	35.91
			1851518686		1001 PARK/RANDALL WY	82.51
			2080720872		000019-00 PKWY MTR TR#9	173.58
			2093320992		000007-00 RIVERSIDE PARK -1 WAY	817.34
			2107921128		000052-00 PKWY TR 13368	243.03
			2124921288		000059-00 000067-00 N CACTUS PARK - TR WY	167.13
			2131721350		000043-00 CACTUS/ORANGE PKWY	544.80
			2131921352		000007-00 RIVERSIDE AVE/PARKW	957.19
					000025-00	

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190246	10/14/2016	03545 WEST VALLEY WATER DIST.	(Continued) 2193121944		CORNER TEAKWOOD/MAN 000031-00	265.80
			2734527108		PARKWY-VIA BELLO/LI1	45.85
			2743927200		PARK ANNEX WY 77 000077-00	111.87
<b>Total :</b>						<b>3,445.01</b>
190247	10/14/2016	32046 WEST YOST ASSOCIATES INC	2030659		CHEVRON LITIGATION SUPPORT	67,978.61
<b>Total :</b>						<b>67,978.61</b>
190248	10/14/2016	01862 WHITE NELSON DIEHL EVANS LLP	REGISTRATION		REGISTRATION GOVT TAX SEMINA	1,075.00
<b>Total :</b>						<b>1,075.00</b>
190249	10/14/2016	03061 WILLDAN ASSOCIATES	00413576	2016-1754	WILLDAN-CM INSPECTION SERVIC 160806-15	1,470.00
			00413579	2016-1806	CONSTRUCTION MGMT AND INSPE cb1604-15	3,255.00
			00413582	2016-1807	CONSTRUCTION MGMT INSPECTIC cb1504-15	5,373.75
<b>Total :</b>						<b>10,098.75</b>
190250	10/14/2016	01307 XEROX CORP.	086450625	2017-0416	ANNUAL- XEROX MAINT- PD	71.71
			086450627	2017-0421	ANNUAL- XEROX MAINT- PD	284.35
<b>Total :</b>						<b>356.06</b>
99201762	10/6/2016	02837 RIALTO CITY TREASURER	09182016GEN		REIMB. PAYROLL PAID OCT 7 2016	1,940,210.23
<b>Total :</b>						<b>1,940,210.23</b>
<b>147 Vouchers for bank code : gen</b>						<b>Bank total : 2,361,669.11</b>

Bank code : rsa

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account/Project #</u>	<u>Amount</u>
18926	10/14/2016	21302 RIALTO WATER SERVICES	001005001		RDA WATER	91.86
			001005001		RDA WATER	83.38
					<b>Total :</b>	<b>175.24</b>
99201760	10/6/2016	02837 RIALTO CITY TREASURER	09182016RSA		REIMB. PAYROLL PAID OCT 7 2016	11,706.70
					<b>Total :</b>	<b>11,706.70</b>
<b>2 Vouchers for bank code : rsa</b>						<b>Bank total : 11,881.94</b>

Bank code : rua

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
39650	10/14/2016	21566 CONTACT SECURITY, INC.	652388RUABALDUE	2017-1025	MONTH TO MONTH SECURITY & PA	3,225.61
					<b>Total :</b>	<b>3,225.61</b>
39651	10/14/2016	00003 OFFICE DEPOT	865769893001RUA	2017-0334	BLANKET- OFFICE SUPPLIES- ADV	40.59
			865769893002	2017-0334	BLANKET- OFFICE SUPPLIES- ADV	4.63
			865770118001	2017-0334	BLANKET- OFFICE SUPPLIES- ADV	7.21
			869630109001	2017-0334	BLANKET- OFFICE SUPPLIES- ADV	27.49
					<b>Total :</b>	<b>79.92</b>
39652	10/14/2016	31387 PAUL HASTINGS LLP	2099163		MATTER 78238-00007 THRU AUG 3	3,977.14
					<b>Total :</b>	<b>3,977.14</b>
39653	10/14/2016	16103 URIMAGE	9305	2017-0367	BLANKET- MISC PRINTING- ADMIN	51.84
			9325	2017-0367	BLANKET- MISC PRINTING- ADMIN	36.72
					<b>Total :</b>	<b>88.56</b>
39654	10/14/2016	10250 VERIZON	37246265700001RUA		CELL SERVICE AUG 24-SEP 23 201	69.04
					<b>Total :</b>	<b>69.04</b>
99201761	10/6/2016	02837 RIALTO CITY TREASURER	09182016RUA		REIMB PAYROLL PAID OCT 7 2016	14,743.06
					<b>Total :</b>	<b>14,743.06</b>
6 Vouchers for bank code : rua						<b>Bank total : 22,183.33</b>
155 Vouchers in this report						<b>Total vouchers : 2,395,734.38</b>



## Legislation Details (With Text)

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File #: 16-761      Version: 1      Name: B.4  
Type: Warrant Resolution      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Resolution No. 16 (10/21/16)  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Warrant Resolution No. 16.pdf](#)

Date	Ver.	Action By	Action	Result
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Resolution No. 16 (10/21/16)

**FINANCE DEPARTMENT**

**ACCOUNTS PAYABLE : FY 2016-2017**

**WARRANT RESOLUTION 16**

**RESOLUTION DATE 10/21/16**

<b>SUMMARY OF ATTACHED REPORTS</b>	
<b>WARRANTS &amp; WIRES</b>	<b>VOIDED CHECKS (- FIGURE)</b>
\$669,686.19	-\$389.00

TOTALS

**TOTAL RESOLUTION \$669,297.19**

Voucher List  
CITY OF RIALTO

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190251	10/21/2016	31518 9 FINGERS, INC.	4060964	2017-0153	BLANKET- UNIFORMS- PD	508.58
			4062004	2017-0153	BLANKET- UNIFORMS- PD	745.49
			4062244	2017-0153	BLANKET- UNIFORMS- PD	64.80
			4062694	2017-0153	BLANKET- UNIFORMS- PD	64.79
					<b>Total :</b>	<b>1,383.66</b>
190252	10/21/2016	31520 ABI	INV7005	2017-0751	ABI EQUIPMENT PARTS	295.04
					<b>Total :</b>	<b>295.04</b>
190253	10/21/2016	32372 ABM ONSITE SERVICES- WEST, INC	10039484	2017-0604	EXTEND INTERIM JANITORIAL SER	1,985.85
			10053613	2017-0604	EXTEND INTERIM JANITORIAL SER	626.17
					<b>Total :</b>	<b>2,612.02</b>
190254	10/21/2016	01491 ADLERHORST INTERNATIONAL, INC	73460	2017-0752	PATROL - K9 BOARDING 080216-00	775.00
					<b>Total :</b>	<b>775.00</b>
190255	10/21/2016	03503 ADVANCE REFRIGERATION &	41847	2017-0067	BLANKET- SUPPLIES & REPAIRS- F	92.00
					<b>Total :</b>	<b>92.00</b>
190256	10/21/2016	12060 ALBERT A. WEBB ASSOC.	164612	2010-2347	AYALA AVENUE WIDENING 090804-01	389.00
					<b>Total :</b>	<b>389.00</b>
190257	10/21/2016	02143 ALBERT GROVER & ASSOC.	16413IN	2017-0591	TRAFFIC SIGNAL TIMING AT FOOTH 140817-60	3,500.00
					<b>Total :</b>	<b>3,500.00</b>
190258	10/21/2016	19681 AMERICAN ASPHALT SOUTH INC	3	2016-1751	2015/16 SLURRY SEAL PROJECT A' 160806-23	271,773.62
					<b>Total :</b>	<b>271,773.62</b>
190259	10/21/2016	02205 ANIMAL EMERGENCY CLINIC, INC.	09042016	2017-0412	BLANKET- VET SERVICES- POLICE	1,119.00
					<b>Total :</b>	<b>1,119.00</b>



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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190265	10/21/2016	01726 01726 AT&T	(Continued)		Total :	1,090.20
190266	10/21/2016	01726 AT&T	25082461096058		PHONE BILL	90.93
					Total :	90.93
190267	10/21/2016	01726 AT&T	1311639194198 1311639207314		8004217286 PHONE BILL 8006185729 PHONE BILL	41.39 41.39
					Total :	82.78
190268	10/21/2016	01726 AT&T	33127102466036 33784133863415 33784133885186 33784133895193 33784133905943		PHONE BILL PHONE BILL PHONE BILL PHONE BILL PHONE BILL	33.29 33.29 33.29 33.29 33.29
					Total :	166.45
190269	10/21/2016	20040 AUTO ZONE	5626161362	2017-0082	BLANKET- SUPPLIES & REPAIRS- F	171.53
					Total :	171.53
190270	10/21/2016	07979 BADGE EXPRESS	134409	2017-0184	BLANKET- NAME BADGES- CITY CL	52.99
					Total :	52.99
190271	10/21/2016	19050 BALDERAS, ANTHONY EDWARD	SAFETYSHOES		REIMB.SAFETY SHOES	193.77
					Total :	193.77
190272	10/21/2016	19982 BALLEW JR, RALPH LAMARR	10242016		PER DIEM OCT 24-NOV 4 2016 HOI	150.00
					Total :	150.00
190273	10/21/2016	03544 BARR DOOR, INC.	26609	2017-0085	BLANKET- EMERGENCY DOOR REI	509.13
					Total :	509.13
190274	10/21/2016	20460 BATTERY WORX INC	168582 71981 71991	2017-0086 2017-0086 2017-0086	BLANKET- AUTOMOTIVE BATTERIE BLANKET- AUTOMOTIVE BATTERIE BLANKET- AUTOMOTIVE BATTERIE	138.18 377.85 92.22
					Total :	608.25
190275	10/21/2016	12232 BEST BEST & KRIEGER LLP	781328 781329		LEGAL SERVICES MATTER 27274.0 LEGAL SERVICES MATTER 27274.0	2,543.50 3,957.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190275	10/21/2016	12232 12232 BEST BEST & KRIEGER LLP	(Continued)		Total :	6,500.50
190276	10/21/2016	02933 BURRTEC WASTE INDUSTRIES	09172016	2017-1064	COMMUNITY CLEAN UP DAY- DOCI	500.00
					Total :	500.00
190277	10/21/2016	31979 CA DEPT OF CORRECTION, AND REHABII DA216029			ASSET FORFEITURE 931507621 JA	597.87
					Total :	597.87
190278	10/21/2016	32441 CALLYO 2009 CORP.	N7073	2017-0403	ANNUAL- BODY WIRE SURVEILLAN	840.00
					Total :	840.00
190279	10/21/2016	31240 CANADA, MATTHEW	09012016	2017-0094	BLANKET- CITYWIDE CARWASH SE	1,355.00
					Total :	1,355.00
190280	10/21/2016	13455 CARLSON, BRETT	R161180	2017-0910	BLANKET-BOARD UP/ABATEMENT-	6,130.00
					Total :	6,130.00
190281	10/21/2016	02620 CHEVRON	7898195040	2017-0100	BLANKET- GAS, OIL, REPAIRS- FIRI	401.52
					Total :	401.52
190282	10/21/2016	12245 COMMUNITY WORKS DESIGN GROUP	12140	2017-0948	FRISBIE PARK EXPANSION-CACTU 150303-01	7,417.50
			12141	2017-0948	FRISBIE PARK EXPANSION-CACTU 150304-01	7,439.50
			12142	2017-0949	DESIGN OF CONCESSION, RESTR 160302-01	13,353.75
					Total :	28,210.75
190283	10/21/2016	02760 CONSOLIDATED ELECTRICAL	6903763618	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	181.28
			6903763708	2017-0104	BLANKET- ELECTRICAL SUPPLIES-	89.05
					Total :	270.33
190284	10/21/2016	31815 CORELOGIC, INC	81729057	2017-0105	BLANKET- CORELOGIC- DEV SVC	211.85
					Total :	211.85
190285	10/21/2016	07742 COSTCO	627714057	2017-0107	BLANKET- COSTCO- REC	278.52
					Total :	278.52

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190286	10/21/2016	20747 CRON & ASSOC. TRANSCRIPTION	4691	2017-0219	ANNUAL- TRANSCRIPTION SERVIC	539.75
					<b>Total :</b>	<b>539.75</b>
190287	10/21/2016	16063 CROW, DONNA	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190288	10/21/2016	02593 DAILY JOURNAL CORP.	B2914187	2017-1066	DAILY JOURNAL BID NOTICE	191.40
					<b>Total :</b>	<b>191.40</b>
190289	10/21/2016	03466 DALKE & SONS CONSTRUCTION INC.	13742	2016-2100	FACILITIES ADA IMPROVEMENTS -	5,904.00
					<b>Total :</b>	<b>5,904.00</b>
190290	10/21/2016	00596 DEPT. OF JUSTICE	191627	2017-0129	BLANKET- FINGERPRINTING- HR	992.00
			193956	2017-1061	BLANKET- FINGER PRINT APPS- FI	49.00
					<b>Total :</b>	<b>1,041.00</b>
190291	10/21/2016	19920 DI GIOVANNI FAMILY TRUST A	112016	2017-0178	ANNUAL- WAREHOUSE LEASE- CI	3,900.60
					050811-00	
					<b>Total :</b>	<b>3,900.60</b>
190292	10/21/2016	21381 DOKKEN ENGINEERING	30482R	2013-2068	ENVIRO & CIVIL ENGINEERING DE	2,073.50
					130801-01	
			30483	2014-1769	ENVIRO, ROW & ENGINEERING DE	23,512.00
					140801-20	
			30554	2014-1769	ENVIRO, ROW & ENGINEERING DE	12,995.00
					140801-20	
			30556R	2014-1760	ENVIRO, ROW & DESIGN - RANDAL	1,351.50
					140809-01	
			30596	2013-2068	ENVIRO & CIVIL ENGINEERING DE	3,987.50
					130801-01	
					<b>Total :</b>	<b>43,919.50</b>
190293	10/21/2016	32789 EDWARDS, GARRY LEON	939806538		RELEASE OF PROPERTY TAG # 54	2,382.00
					<b>Total :</b>	<b>2,382.00</b>
190294	10/21/2016	01162 ESTVANDER, DALE ZOLTEN	10122016		OCT 12 2016 COMMISSIONERS CC	40.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190294	10/21/2016	01162 01162 ESTVANDER, DALE ZOLTEN	(Continued)		Total :	40.00
190295	10/21/2016	07707 FEDEX	557110626	2017-0156	BLANKET- FEDEX- DEV SVC	50.29
					Total :	50.29
190296	10/21/2016	09204 FERGUSON ENTERPRISES, INC.	3811995	2017-0140	BLANKET- PLUMBING SUPPLIES- F	237.35
					Total :	237.35
190297	10/21/2016	12146 FLORES, FRANCISCO	REFUND		REFUND FROM WEED ABATEMENT	335.00
					Total :	335.00
190298	10/21/2016	31762 FLYERS ENERGY LLC	16339942	2017-0163	BLANKET - FUEL - FIRE	2,348.60
			16339950	2017-0163	BLANKET - FUEL - FIRE	1,937.45
					Total :	4,286.05
190299	10/21/2016	03248 FONTANA WATER CO.	35101105301		WATER	347.00
			35101120202		000062-00 WATER	34.67
			35120131621		000101-00 S MCWETHY/LINDEN #66003290	80.70
			35140130201		E MAPLE/SANTA FE TRAIL WATER~	252.70
					Total :	715.07
190300	10/21/2016	32289 GARIBAY, VANESSA	09132016		INSTRUCTOR PAY SEP 13-OCT 17,	165.60
					Total :	165.60
190301	10/21/2016	32778 GENERAL OUTDOOR ADVERTISING	REFUNDPERMIT20162856		REFUND VARIANCE FEE MAJOR 2C	1,110.60
					Total :	1,110.60
190302	10/21/2016	14804 GIBSON, GINA M	08302016		PARKING REIMB AUG 30-31 2016 IC	46.00
					Total :	46.00
190303	10/21/2016	12340 GILBERT, ARTIST	10122016		OCT 12 2016 COMMISSIONERS CC	40.00
					Total :	40.00
190304	10/21/2016	31890 GONZALEZ JR, HECTOR	REIMBURSEMENT		REIMBURSE ENGINEERS LICENSE	116.00
					Total :	116.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190305	10/21/2016	21417 GONZALEZ, FRANK NAVOR	10122016		OCT 12 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190306	10/21/2016	18253 GRADILLA, CLAUDIA M.	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190307	10/21/2016	10209 GUEST SERVICES	WESTPHAL		PER DIEM FOR NFA ANALYTICAL TC	335.50
					<b>Total :</b>	<b>335.50</b>
190308	10/21/2016	16735 HARRIS & ASSOCIATES	32479	2016-1403	THIRD AMENDMENT TO PSA- STR 160801-01	5,495.00
					<b>Total :</b>	<b>5,495.00</b>
190309	10/21/2016	11001 HAYNIE, JACQUELYN	09272016END		REIMB FUEL SEP 27-29 2016 PROJ	24.05
					<b>Total :</b>	<b>24.05</b>
190310	10/21/2016	00553 HOME DEPOT	1561160 1970658 5070497 6010638 8010451 9011785 9272075	2017-0171 2017-0998 2017-0171 2017-0171 2017-0171 2017-0171 2017-0172	BLANKET- MATERIALS & SUPPLIES LUMBER FOR ROOF TRAINING PRO BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES	48.87 2,107.09 169.80 21.15 172.92 139.19 37.48
					<b>Total :</b>	<b>2,696.50</b>
190311	10/21/2016	00553 HOME DEPOT	2970243 2970642 3970228 6970057 7970417	2017-0170 2017-0404 2017-0404 2017-0170 2017-0404	BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES BLANKET- MATERIALS & SUPPLIES	42.68 94.78 36.57 229.08 212.04
					<b>Total :</b>	<b>615.15</b>
190312	10/21/2016	32783 HUGHES JR, TALMAGE DEWITTE	939806538		RELEASE OF PROPERTY TAG # 48:	1,115.00
					<b>Total :</b>	<b>1,115.00</b>
190313	10/21/2016	03797 INLAND OVERHEAD DOOR CO.	40411	2017-0182	BLANKET- DOOR REPAIR- PW	893.75
					<b>Total :</b>	<b>893.75</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190314	10/21/2016	15435 INLAND PRESORT & MAILING SERV.	20162948	2017-0353	BLANKET- MAIL PROCESSING- PUF	58.96
					<b>Total :</b>	<b>58.96</b>
190315	10/21/2016	21389 INTERMEDIX	INVADPI19968	2017-0183	BLANKET- AMBULANCE BILLING- F	9,218.74
			INVADPI20224	2017-0183	BLANKET- AMBULANCE BILLING- F	7,513.30
					<b>Total :</b>	<b>16,732.04</b>
190316	10/21/2016	02950 INTERNAL CONTROL	10915	2017-0842	BLANKET- POLYGRAPH SERVICE- I	560.00
					<b>Total :</b>	<b>560.00</b>
190317	10/21/2016	02942 INTOXIMETERS	545049	2017-0795	TRAFFIC - REPAIRS - FST PBT DEV	318.81
					<b>Total :</b>	<b>318.81</b>
190318	10/21/2016	31128 IRON MOUNTAIN INC	201075237	2017-0321	ANNUAL- DATA STORAGE- IT	278.17
					<b>Total :</b>	<b>278.17</b>
190319	10/21/2016	18761 JENSEN, CHRISTOPHER KIM	SAFETYSHOES		REIMB.SAFETY SHOES	188.99
					<b>Total :</b>	<b>188.99</b>
190320	10/21/2016	31837 JOHNSON, JENNIFER I	09132016		INSTRUCTOR PAY SEP 13-OCT 17 2	741.60
					<b>Total :</b>	<b>741.60</b>
190321	10/21/2016	32754 JOHNSON, KYLE	11042016		PER DIEM/TRANS. NOV 4-6 2016 C	72.00
					<b>Total :</b>	<b>72.00</b>
190322	10/21/2016	00947 JOHNSONS HARDWARE	513566	2017-0193	BLANKET- MATERIALS & SUPPLIES	35.54
			513573	2017-0193	BLANKET- MATERIALS & SUPPLIES	39.66
					<b>Total :</b>	<b>75.20</b>
190323	10/21/2016	32793 JONES, RYAN	R16038839		REFUND PET LICENSE NOT IN CIT	47.50
					<b>Total :</b>	<b>47.50</b>
190324	10/21/2016	12763 KAROL, EUGENIA	11032016		PER DIEM NOV 3-4 2016 WLLC ~	40.00
					<b>Total :</b>	<b>40.00</b>
190325	10/21/2016	14935 KATZ, OKITSU & ASSOCIATES	JB24126X37	2013-1735	APPROVAL OF A PROFESSIONAL S 120802-01	946.50
					<b>Total :</b>	<b>946.50</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190326	10/21/2016	19285 KELLY, JUDY	09132016		INSTRUCTOR PAY SEP 13- OCT 17	156.60
					<b>Total :</b>	<b>156.60</b>
190327	10/21/2016	32782 KENNY, JONATHAN JEROME	930008902		RELEASE OF PROPERTY TAG # 650	985.00
					<b>Total :</b>	<b>985.00</b>
190328	10/21/2016	03373 KEYSER MARSTON ASSOC.,INC.	0030219	2017-1004	BLANKET- REAL ESTATE ADVISOR	5,670.00
					<b>Total :</b>	<b>5,670.00</b>
190329	10/21/2016	15599 KONICA MINOLTA BUSINESS	241655872	2017-0400	ANNUAL- COPIER LEASE- PW	388.33
			241843363	2017-0397	ANNUAL- COPIER MAINT- ADMIN	1,824.86
			241843445	2017-0391	ANNUAL- COPIER MAINT- FIRE	38.31
			241843448	2017-0393	ANNUAL- COPIER LEASE/MAINT- D	253.79
			241843619	2017-0398	ANNUAL- COPIER MAINT- PW	127.93
			9002782905	2017-0395	ANNUAL- COPIER MAINT- PD RECC	413.24
			9002795242	2017-0393	ANNUAL- COPIER LEASE/MAINT- D	438.87
					<b>Total :</b>	<b>3,485.33</b>
190330	10/21/2016	20838 KRONOS INCORPORATED	11108645	2017-0485	BLANKET- WORKFORCE READY SI	781.83
					<b>Total :</b>	<b>781.83</b>
190331	10/21/2016	31468 KTG Y GROUP INC.	0114993	2014-2148	PREPARATION OF PEPPER AVENU	13,082.78
			0116422	2014-2148	PREPARATION OF PEPPER AVENU	15,644.00
					<b>Total :</b>	<b>28,726.78</b>
190332	10/21/2016	00491 LAKESHORE LEARNING MATERIALS	1698731016	2017-0207	BLANKET- LEARNING SUPPLIES- R	119.30
					<b>Total :</b>	<b>119.30</b>
190333	10/21/2016	01779 LESLIES POOL SUPPLIES INC.	692147649	2017-0209	BLANKET- MATERIALS & SUPPLIES	49.41
					<b>Total :</b>	<b>49.41</b>
190334	10/21/2016	32791 LEWIS, RODNEY	R16038531		REFUND PET LICENSE NOT IN CIT	11.80
					<b>Total :</b>	<b>11.80</b>
190335	10/21/2016	21639 LICHTENBERGER, PAUL J	SAFETYSHOES		REIMB.SAFETY SHOES	200.00
					<b>Total :</b>	<b>200.00</b>
190336	10/21/2016	00939 LINCOLN EQUIPMENT, INC.,	SI301978	2017-0355	BLANKET- POOL CHEMICALS- PW	335.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190336	10/21/2016	00939 LINCOLN EQUIPMENT, INC.,	(Continued) SI301979	2017-0355	BLANKET- POOL CHEMICALS- PW	348.30
					<b>Total :</b>	<b>684.07</b>
190337	10/21/2016	19074 LITTLE BEAR PRODUCTIONS	1339	2017-1068	HALL OF FAME FLYER DESIGN	45.00
					<b>Total :</b>	<b>45.00</b>
190338	10/21/2016	19743 LLOYDS FENCE CO.	9733	2017-0994	MATERIALS & SUPPLIES - BUD BEN cb1302-60	1,494.00
			9734	2017-0994	MATERIALS & SUPPLIES - BUD BEN cb1302-60	798.00
					<b>Total :</b>	<b>2,292.00</b>
190339	10/21/2016	32027 LOPEZ, ALICIA	09132016		INSTRUCTOR PAY SEP 13- OCT 17	69.00
					<b>Total :</b>	<b>69.00</b>
190340	10/21/2016	16509 LOPEZ, ERIN ANN	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190341	10/21/2016	16754 LOPEZ, JEANETTE	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190342	10/21/2016	32682 LYNN MERRILL & ASSOCIATES INC	2	2016-2208	CONTRACTOR FOR BUSINESS LIC	1,138.47
					<b>Total :</b>	<b>1,138.47</b>
190343	10/21/2016	15478 MACIAS, ELIZABETH	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190344	10/21/2016	02981 MARIN COUNTY	17274	2017-0356	ANNUAL- MEMBERSHIP DUES- PW	2,400.00
					<b>Total :</b>	<b>2,400.00</b>
190345	10/21/2016	01949 MCCULLOUGH, CARLA R.	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190346	10/21/2016	02315 MERIT OIL	367671	2017-0223	BLANKET- PROPANE- PW	11.52
			367782	2017-0223	BLANKET- PROPANE- PW	32.57
					<b>Total :</b>	<b>44.09</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190347	10/21/2016	14012 MINE SAFETY APPLIANCES CO	98646424	2017-0987	COPS ANNUAL -GAS MASK & CANI:	10,056.96
					<b>Total :</b>	<b>10,056.96</b>
190348	10/21/2016	20044 MORALES, JACQUELYN LAUREN	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00
					<b>Total :</b>	<b>40.00</b>
190349	10/21/2016	31416 NASSCO DEVELOPMENT INC.	34	2017-0235	BLANKET- CAR WASH- PW VARIOL	1,018.00
					<b>Total :</b>	<b>1,018.00</b>
190350	10/21/2016	08709 NATIONAL CONSTRUCTION RENTALS	4531704	2016-1436	POLE RENTAL FOR TEMP POWER I cb1302-15	181.44
			4556990	2017-0983	PORTABLE TOILETS FOR OPEN HC	274.32
					<b>Total :</b>	<b>455.76</b>
190351	10/21/2016	32747 NEVCO INC	0000160261	2017-1005	WIRELESS HANDHELD CONTROL/	689.94
					<b>Total :</b>	<b>689.94</b>
190352	10/21/2016	20176 NUNEZ, MANUEL R	09132016		INSTRUCTOR PAY SEP 13- OCT 17	297.60
					<b>Total :</b>	<b>297.60</b>
190353	10/21/2016	32780 OCHOA, ROSA	2002844001		REFUND ENROLLMENT BALLET FC	23.00
					<b>Total :</b>	<b>23.00</b>
190354	10/21/2016	00003 OFFICE DEPOT	869691633001	2017-0326	BLANKET- OFFICE SUPPLIES- PW I	219.22
			869775421001	2017-0327	BLANKET- OFFICE SUPPLIES- FIRI	403.61
			869941029001	2017-1030	WHITE DRY ERASE BOARD	335.90
			870104197001	2017-0328	BLANKET- OFFICE SUPPLIES- HR	4.30
			870104744001	2017-0328	BLANKET- OFFICE SUPPLIES- HR	38.43
			870104744002	2017-0328	BLANKET- OFFICE SUPPLIES- HR	16.83
			870105064001	2017-0327	BLANKET- OFFICE SUPPLIES- FIRI	217.80
			870370757001	2017-0332	BLANKET- OFFICE SUPPLIES- REC	74.38
			871045491001	2017-0325	BLANKET- OFFICE SUPPLIES- CIT	84.40
			871045574001	2017-0325	BLANKET- OFFICE SUPPLIES- CIT	25.89
			871130257001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	232.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190354	10/21/2016	00003 OFFICE DEPOT	(Continued)			
			871130415001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	36.49
			871130416001	2017-0329	BLANKET- OFFICE SUPPLIES- DEV	33.47
			871140923001	2017-0334	BLANKET- OFFICE SUPPLIES- ADM	86.76
			871141107001	2017-0334	BLANKET- OFFICE SUPPLIES- ADM	26.22
			871141109001	2017-0334	BLANKET- OFFICE SUPPLIES- ADM	55.81
					<b>Total :</b>	<b>1,892.28</b>
190355	10/21/2016	16979 ORTEGA, BENJAMIN	09132016		INSTRUCTOR PAY SEP 13- OCT 17	442.80
					<b>Total :</b>	<b>442.80</b>
190356	10/21/2016	01592 PARKHOUSE TIRES INC.	2010485116	2017-0608	BLANKET- SERVICE & TIRES- FIRE	202.81
			2010485801	2017-0609	BLANKET- SERVICE & TIRES- VARI	503.71
			2010486048	2017-0609	BLANKET- SERVICE & TIRES- VARI	499.96
			2010486722	2017-0609	BLANKET- SERVICE & TIRES- VARI	357.31
					<b>Total :</b>	<b>1,563.79</b>
190357	10/21/2016	32608 PARTS AUTHORITY METRO LLC	006709	2017-0610	BLANKET- AUTO PARTS- PW VARI	-78.62
			033554	2017-0610	BLANKET- AUTO PARTS- PW VARI	89.36
					<b>Total :</b>	<b>10.74</b>
190358	10/21/2016	00736 PEPES TOW SERVICE, INC.	70653	2017-0672	BLANKET- TOW SERVICE- PD	125.00
			70808	2017-0670	BLANKET- TOW SERVICES- FIRE	133.13
					<b>Total :</b>	<b>258.13</b>
190359	10/21/2016	13595 PEUKERT, JOHN	10122016		OCT 12 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190360	10/21/2016	16918 PREMIERE GLOBAL SERVICES	22049750	2017-0232	BLANKET- CONFERENCE CALL SEI	148.11
				2017-0233		
				2017-0231		
					<b>Total :</b>	<b>148.11</b>
190361	10/21/2016	00243 PRUDENTIAL OVERALL SUPPLY	22317628	2017-0254	CUST 1281607 MATS- PW 335 W RI	19.83
			22317631	2017-0254	CUST 1299901 MATS - PW BREAK F	14.20
			22317633	2017-0254	CUST 1281603 MATS- M & O BLDG	19.63
			22317635	2017-0254	CUST 1299900 LINENS - FLEET-MA	46.87
			22317637	2017-0254	CUST 1299900 LINENS - FLEET-MA	37.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190361	10/21/2016	00243 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22317639	2017-0254	CUST 1299900 LINENS - FLEET-MA	45.01
			22317641	2017-0254	CUST 1299900 LINENS - FLEET-MA	25.25
			22317645	2017-0254	CUST 1281600 MATS- FLEET	48.08
			22317647	2017-0254	CUST 1299900 LINENS - FLEET-MA	27.01
			22317653	2017-0253	CUST 1281602 MATS- POLICE DEP	15.33
			22317655	2017-0252	CUST 1281606 LINENS- FIRE	65.83
			22317657	2017-0251	CUST 1281605 MATS- PLANNING	19.53
			22317659	2017-0250	CUST 1281601 MATS CITY HALL	15.33
					<b>Total :</b>	<b>399.83</b>
190362	10/21/2016	17096 QUARKER, LAMONT R.	10242016		PER DIEM OCT 24-NOV 4 2016 HOI	150.00
					<b>Total :</b>	<b>150.00</b>
190363	10/21/2016	32765 QUICK PLATES INC	32575	2017-1044	ADMINISTRATION - DMV DOCUMEN	35.00
					<b>Total :</b>	<b>35.00</b>
190364	10/21/2016	01995 REGENCY PET HOTEL	120259	2017-0297	BLANKET- K9 SUPPLIES- PD 080216-00	80.00
					<b>Total :</b>	<b>80.00</b>
190365	10/21/2016	32726 REYES, ROBERT	2068	2017-1095	BLANKET- SECURITY AND FORENS	3,600.00
					<b>Total :</b>	<b>3,600.00</b>
190366	10/21/2016	14841 RIALTO MOBILE VILLA	092016		SEP 2016 REFUND UUT	438.62
					<b>Total :</b>	<b>438.62</b>
190367	10/21/2016	21302 RIALTO WATER SERVICES	CYCLE2		CYCLE 2 WATER BILLS	13,774.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190367	10/21/2016	21302 RIALTO WATER SERVICES	(Continued)		000069-00	
					050001-00	
					000001-00	
					000028-00	
					000070-00	
					000002-00	
					000045-00	
					000002-00	
					000936-00	
					000935-00	
					000719-00	
					000049-00	
					000117-00	
					000113-00	
					<b>Total :</b>	<b>13,774.38</b>
190368	10/21/2016	21302 RIALTO WATER SERVICES	023070001 079265000		131 S PALM SEWER BILLING	81.34 51.58
					<b>Total :</b>	<b>132.92</b>
190369	10/21/2016	11040 ROBERTSON, LELIA D.	11022016 REIMBURSEMENT REIMBURSEMENT		PER DIEM NOV 2-3 2016 USCM MA' REIMB PARKING OCT 5-7 2016 LEA REIMB PARKING OCT 11 2016 SCA(	138.00 58.00 35.00
					<b>Total :</b>	<b>231.00</b>
190370	10/21/2016	10309 ROBERTSONS READY MIX LTD	865734	2017-0263	BLANKET- CONCRETE & SLURRY-	943.40
					<b>Total :</b>	<b>943.40</b>
190371	10/21/2016	19885 ROEDER, CARL	106	2017-0996	MOBILE HOME REPAIR PROGRAM	3,916.80
					<b>Total :</b>	<b>3,916.80</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190372	10/21/2016	03117 ROTO ROOTER	IE276014	2017-0264	BLANKET- PLUMBING SERVICE- PV	743.75
			IE276205	2017-0264	BLANKET- PLUMBING SERVICE- PV	250.00
					<b>Total :</b>	<b>993.75</b>
190373	10/21/2016	20032 SAN BRDO CO FIRE PROTECTION	IN0114747BALDUE	2017-0270	ANNUAL- CUPA PERMIT- PW	210.00
					<b>Total :</b>	<b>210.00</b>
190374	10/21/2016	02156 SAN BRDO CO. ASSESSOR	107342	2017-0298	ANNUAL- PIMS ACCESS- CODE EN 090701-00	124.50
			107343	2017-0273	BLANKET-PIMS ACCESS-DEV SVC	87.00
			107353	2017-0274	ANNUAL- PIMS ACCESS- FIRE	66.75
			107375	2017-0272	BLANKET- MONTHLY MAP UPDATE:	34.00
					<b>Total :</b>	<b>312.25</b>
190375	10/21/2016	00244 SAN BRDO CO. DISTRICT ATTY.	DA216029		ASSET FORFEITURE 931507621 JA	1,149.75
					<b>Total :</b>	<b>1,149.75</b>
190376	10/21/2016	00244 SAN BRDO CO. DISTRICT ATTY.	DA216029PUBLICATION		ASSET FORFEITURE 931507621 JA	59.00
					<b>Total :</b>	<b>59.00</b>
190377	10/21/2016	03561 SAN BRDO CO. FLOOD CONTROL	026415150	2017-1057	SAN BERN. COUNTY FLOOD CONT	3,500.00
					<b>Total :</b>	<b>3,500.00</b>
190378	10/21/2016	01330 SAN BRDO CO. INFORMATION SERV.	19963	2017-0275	BLANKET- RADIO SERVICE- FIRE	82.63
			19964	2017-0053	ANNUAL- RADIO ACCESS FEES - P	33,981.33
					<b>Total :</b>	<b>34,063.96</b>
190379	10/21/2016	00163 SAN BRDO CO. SHERIFFS DEPT.	15962	2017-0054	ANNUAL- SHERIFFS DEPT. CLETS-	6,130.88
					<b>Total :</b>	<b>6,130.88</b>
190380	10/21/2016	00163 SAN BRDO CO. SHERIFFS DEPT.	092016	2017-0278	BLANKET- EVIDENCE SUPPLIES- P	139.82
					<b>Total :</b>	<b>139.82</b>
190381	10/21/2016	12120 SCANDURA, JOSEPH A	SAFETYSHOES		REIMB.SAFETY SHOES	200.00
					<b>Total :</b>	<b>200.00</b>
190382	10/21/2016	21092 SCHAFFER, CHERI	11032016		PER DIEM NOV 3-4 2016 WLLE ~	40.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190382	10/21/2016	21092 21092 SCHAFFER, CHERI	(Continued)		Total :	40.00
190383	10/21/2016	03151 SCOTT, G. EDWARD	11022016 VISION		PER DIEM NOV 2-3 2016 USCM MA` REIMBURSE EYECARE PER MOU	138.00 300.00 Total : 438.00
190384	10/21/2016	02317 SHIFT CALENDARS	20825	2017-1082	SHIFT CALENDARS	442.38 Total : 442.38
190385	10/21/2016	11557 SHRED-IT US JV LLC	8120939385	2017-0365 2017-0362 2017-0363 2017-0361 2017-0364	ANNUAL- SHREDDING SERVICES-	301.75 Total : 301.75
190386	10/21/2016	32191 SITEONE LANDSCAPE SUPPLY LLC	77889748 77952425	2017-0280 2017-1013	BLANKET- IRRIGATION SUPPLIES- TEMPORARY BLANKET- MATERIAL- 160206-05	29.13 919.98 Total : 949.11
190388	10/21/2016	03131 SOUTHERN CA. EDISON CO.	2086321676 2125261792 2157020355 2159600733 2205999022 2213525983 2237951249 2250512886 2254732092 2256317173 2263985244		2296 E BUENA VISTA ELECTRIC BIL 000088-00 292 S PALM AVE (METROLINK) ELE 000719-00 235 N LILAC AVE ELECTRIC BILL 000935-00 137 N WILLOW ELECTRIC BILL 405 S SYCAMORE ELECTRIC BILL 3450 N LOCUST PED ELECTRIC BIL 000095-00 2477 LINDEN 000093-00 1196 N LILAC PED 3980 N RIVERSIDE 290 S RIVERSIDE PED 000719-00 2835 RIVERSIDE (TC1)	24.37 1,087.25 25.25 61.26 334.05 24.08 24.08 45.26 44.24 180.06 41.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190388	10/21/2016	03131 SOUTHERN CA. EDISON CO.	(Continued)			
			2263985327		2398 AYALA (GS1)	94.43
			2272585407		2755 N RIVERSIDE GS1	54.81
			2276958865		1194 E RIVERSIDE	50.52
			2279331912		2304 W CASA GRANCE TC1	53.24
			2285854535		ELECTRIC BILL TC1 & LS3	213.44
			2285956959		904 SPRUCE A(TC1) & B(LS3)	167.45
			2290187079		3691 N ALDER AVE	42.42
			2293610192		3691 1/2 N ALDER AVE ELECT.BILL	33.11
			2299363077		1514 W RIALTO AVE TC-1 PED	57.80
			2309552602		292 N RIVERSIDE PED	26.02
			2310979935		3460 N LOCUST	57.70
			2313996522		3150 N ALDER	25.12
			2315688382		ELECTRIC 537 W BASELINE	41.33
			2315877530		ELECTRIC 2490 1/2 CEDAR	24.56
			2320306178		421 N WILLOW/423 N WILLOW	87.56
			2329208995		ELECTRIC 695 1/2 ELM PARK	36.77
			2329497846		ELECTRIC BILL 661 S RIVERSIDE	38.35
			2329497879		439 S RIVERSIDE	31.49
			2333481281		1103 W RIALTO AVE	49.58
			2333632040		503 S SYCAMORE LS-3	44.01
			2333632065		503 N SYCAMORE AVE TC1	117.40
			2334750197		2180 ALDER AVE TC-1	46.68
			2334750296		2180 ALDER AVE B LS-3	35.77
			2334751005		2178 ALDER PED LS-3	17.49
			2334751229		2178 LOCUST LS-3	27.53
			2334751336		2178 LOCUST TC-1	50.53
			2334751484		2010 LINDEN AVE TC-1	59.27
			2334751542		ELECTRIC BILL 1508 CARPENTER I	24.08
			2334751641		2010 LINDEN AVE B 3-036-8307-29	32.01
			2337187603		429 W RIALTO	1,719.28
			2360843213		1456 N PEPPER LANDSCAPE MTR	25.23
			2370910002		131 S PALM ELECTRIC	309.51
			2372393421		1662 W SUMMIT AVE IRR	24.37
			2378895304		2646 N MAPLE AVE ELECTRIC BILL	24.69
			2378898985		261 S PALM ELECT VEHICLE CHG	150.44
			2385333505		265 S WILLOW METROLINK PARKIN	96.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190388	10/21/2016	03131 SOUTHERN CA. EDISON CO.	(Continued) 2387895733		2256 N LINDEN ELECTRIC	0.00
					<b>Total :</b>	<b>5,881.59</b>
190389	10/21/2016	02848 SOUTHERN CALIF. GAS CO.	00702244005		251 W 1ST GAS	1.07
			00922142005		000936-00	
			01342142005		1485 N AYALA GAS	17.03
			01542246002		003003-00	
			03432242000		1550 N AYALA GAS	84.79
			04482242007		214 N PALM GAS	0.00
			04692242003		131 S WILLOW GAS	137.50
			04902242009		245 S WILLOW GAS	17.52
			08472246001		246 S WILLOW GAS	27.80
			12882242436		247 S WILLOW GAS	28.87
			13722242008		128 N WILLOW GAS	40.11
			14142227009		131 S PALM	4.60
			14352227004		150 S PALM GAS	24.57
			16458155518		1243 S RIVERSIDE GAS	133.19
			16872250002		1267 S RIVERSIDE GAS	1,971.57
			18339203186		292 S PALM GAS	25.64
			19332036003		000719-00	
			19607726635		335 W RIALTO GAS	36.89
			19812242006		GAS	146.10
					3288 N ALDER	61.63
					1700 N RIVERSIDE - FIRE STATION	67.19
					290 W RIALTO GAS	17.03
					<b>Total :</b>	<b>2,843.10</b>
190390	10/21/2016	12742 SPARKLETTS	9446125100116	2017-0294	BLANKET- WATER SUPPLY - PD	479.14
			9451102100116	2017-0294	BLANKET- WATER SUPPLY - PD	17.59
					<b>Total :</b>	<b>496.73</b>
190391	10/21/2016	03529 STATE TREASURER	DA216029		ASSET FORFEITURE 931507621 JA	2,759.39
					<b>Total :</b>	<b>2,759.39</b>
190392	10/21/2016	15354 STEVEN ENTERPRISES	0363409IN	2017-0539	ANNUAL-MAINTENANCE FOR EQUI	14.10
					<b>Total :</b>	<b>14.10</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190393	10/21/2016	20918 STUCKEY, HARRIETTE	09132016		INSTRUCTOR PAY SEP 13-OCT 17 2	375.00
					<b>Total :</b>	<b>375.00</b>
190394	10/21/2016	19604 THOMAS, LIONEL A NEWMAN	HSH932NRWDRLT	2016-1936	THOMAS APPRAISAL COMPANY	250.00
					<b>Total :</b>	<b>250.00</b>
190395	10/21/2016	16558 TIDLER, DOROTHY PAULINE	10122016		OCT 12 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190396	10/21/2016	09856 TIME WARNER CABLE	8448400600993575 8448400600998848		CABLE ACCESS OCT 11-NOV 10 20 CABLE ACCESS OCT 10-NOV 9 201	117.94 36.41
					<b>Total :</b>	<b>154.35</b>
190397	10/21/2016	32755 TIRIBOYI, MERILYN	11042016		PER DIEM/TRANS. NOV 4-6 2016 C	72.00
					<b>Total :</b>	<b>72.00</b>
190398	10/21/2016	16875 TURNOUT MAINTENANCE CO, LLC	15540	2017-0307	BLANKET- TURNOUT REPAIRS- FIR	2,949.04
					<b>Total :</b>	<b>2,949.04</b>
190399	10/21/2016	00913 TWINE, ALPHONSO HERNANDAZ	10122016		OCT 12 2016 COMMISSIONERS CC	40.00
					<b>Total :</b>	<b>40.00</b>
190400	10/21/2016	16103 URIMAGE	9274 9324 9331 9336	2017-0665 2017-0369 2017-0368 2017-0369	PATROL/SCAT - GANG CARD/FI CAI BLANKET- MISC PRINTING- REC BLANKET- MISC PRINTING- POLICE BLANKET- MISC PRINTING- REC	544.32 152.28 15.12 159.84
					<b>Total :</b>	<b>871.56</b>
190401	10/21/2016	16583 US BANK	00000003 000021 0000235746 0000514857 000647 00174239043861 016024 024001 045669 047745	2017-0899 2017-0908	DINNER FOR INSTITUTE OF PROGI LUNCH MEETING TRANSPORTATION AUG 31 2016 RC COP - MICROPHONE HALLOWEEN BALLOON TWISTING PICKUP/DELIVERY SERVICE CRED CAKE FOR MEETING WITH THE CH CAKE FOR WALK OF HONOR & PR REFRESHMENTS FOR INSTITUTE C REFRESHMENTS FOR INSTITUTE C	235.98 37.85 11.00 23.00 120.00 -1.63 31.98 77.98 35.92 25.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190401	10/21/2016	16583 US BANK	(Continued)			
			064710		REFISTRATION FEB 12-17 2017 PAL	670.00
			07012016	2017-0408	ANNUAL - SUBSCRIPTION - PD	59.95
			08252016		LUNCH FOR WORKERS COMP TPA	60.59
			08302016		LODGING AUG 30-31 2016 DEBORA	280.63
			0907013	2017-0939	Y-14 ROSETTE WITH STREAMERS	46.52
			09142016		MEETING WITH JAMES CARO	3.90
			09182016		LODGING SEP 18-21 2016 JOHNNY	386.10
			092016	2017-0666	ANNUAL- DOMAIN SUPPORT- IT	131.02
			092016	2017-0339	ANNUAL- CLOUD SERVER SUBSCF	196.37
				2017-0339		
			092016	2017-0690	ANNUAL- ONLINE SURVEY SERVIC	39.00
				2017-0690		
			092016	2017-0026	ANNUAL- E-FAX SERVICE- FINANCI	10.00
				2017-0026		
			09212016	2017-0857	ANNUAL PROPERTY PRIDE PROGF	200.00
			10		COUNCIL DINNER	144.89
			100000217	2017-0871	STICK ON JR. FIREFIGHTER BADGI	433.00
			100009789	2017-0772	COMMUNITY SERVICE - EZ-UP REF	23.06
			10011		LUNCH MEETING RE: BODY WORN	32.37
			10046146	2017-0836	CHILD DEVELOPMENT LISTENING	445.14
			102062	2017-0700	TRAFFIC-OTS-CHECKPOINT-SAFE	205.00
			11159386		2016 PERF MEMBERSHIP DEAN HA	100.00
			11159461		2016 PERF MEMBERSHIP PAUL STI	100.00
			11159527		2016 PERF MEMBERSHIP ROBERT	100.00
			1323598154163		LODGING SEP 26-29 2016 JACQUE	568.17
			1426		REGISTRATION OCT 17 2016 LAUR	99.00
			14308		LUNCH MEETING	35.37
			147051		TRAINING MATERIALS	340.00
			14G43FDEPOSIT		LODGING DEP OCT 14-16 2016 JUS	84.00
			14G43HDEPOSIT		LODGING DEP OCT 14-16 2016 DAN	84.00
			14G43KDEPOSIT		LODGING DEP OCT 14-16 2016 MIC	84.00
			16082234123	2017-0773	OTS GRANT - FATIGUE MAT	400.12
			163303		FUEL ED PALMER	44.04
			168239	2017-0794	ICSC BOOTH RENTAL- SAN DIEGO	2,985.00
			170885		REGISTRATION/LODGING NOV 4-6	625.00
			170887		REGISTRATION/LODGING NOV 4-6	625.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190401	10/21/2016	16583 US BANK	(Continued)			
			1733		DINNER AUG 31 2016 ED PALMER~	30.52
			176334		LODGING AUG 22-24 2016 KEVIN B.	347.49
			178593		LODGING SEP 19-21 2016 CHRISTC	347.49
			18398496		REGISTRATION SEP 21-2016 GOME	51.50
			203800		FUEL ROBB STEEL	36.54
			204542		FUEL ROBB STEEL	35.30
			210649		FUEL ROBB STEEL	36.39
			2144664	2017-0904	FILE CABINET FOR CURRICULUM//	75.24
			2259		REGISTRATION OCT 18 2016 ED SC	75.00
			2261		REGISTRATION OCT 18 2016 JOHN	75.00
			2263		REGISTRATION OCT 18 2016 ROBB	75.00
			2267		REGISTRATION OCT 18 2016 GREG	75.00
			231381		LODGING AUG 24 2016 ERIN LOPE	139.23
			23358464		FIRST AID SUPPLIES TO BE CREDI	137.35
			2669868	2017-0863	SNOWFLAKE ROLLS OF STICKER /	165.71
			295448	2017-0894	CAR COVER FOR THE "BETSY"	301.31
			2991998	2017-0859	AQMD FEES	479.21
			2995574	2017-0859	AQMD FEES	10.78
			3268465122		LODGING AUG 30-SEP 1 2016 ED P.	632.70
			32GFRSHDEPOSIT		LODGING DEPOSIT NOV 6-10 2016	77.97
			32GFXRVWDEPOSIT		LODGING DEPOSIT NOV 6-10 2016	77.97
			35273N		LODGING AUG 30-SEP 3 2016 JENN	629.20
			35273Q		LODGING AUG 30-SEP 3 2016 COR	629.20
			37		DINNER FOR INSTITUTE OF PROGI	375.04
			3814		LUNCH MEETING ED PALMER	18.13
			389145		REGISTRATION OCT 15-18 2016 RA	890.00
			40025045244		LODGING AUG 30-SEP 1 2016ED SC	561.26
			426105758217		LODGING DEP FEB 12-15 2017 PAU	221.13
			426105758505		LODGING DEP FEB 12-15 2017 CINI	221.13
			4283237		CREDIT FOR CANCELLATION SEP	-40.12
			500716064	2017-0800	HALLOWEEN DECORATION	1,851.84
			5071636006584	2017-0785	STOCK ITEMS	16.00
			5151639037935	2017-0823	STOCK ITEMS	245.64
			5262440273549		AIRFARE NOV 6-10 2016 CHRISTOF	427.96
			5262440273550		AIRFARE NOV 6-10 2016 LAMONT C	427.96
			52829734438	2017-0906	CUPA PERMIT FACILITY ID FA0002C	1,095.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190401	10/21/2016	16583 US BANK	(Continued)			
			5306754		REGISTRATION OCT 23-26 2016 NIK	278.45
			535857		COFFEE WITH THE CHIEF	38.19
			549652172		REGISTRATION NOV 7-10 2016 CHF	350.00
			550103654		REGISTRATION OCT 12 2016 FARM	272.00
			551997882		REGISTRATION NOV 9 2016 CHRIS'	7.00
			6214951		NOTARY PUBLIC COURSE DEIDRE	550.16
			6303		BREAKFAST AUG 31 2016 ED PALM	30.97
			679361228	2017-0837	CAMP AND CHILD DEVELOPMENT :	188.82
			679381566	2017-0844	SNOWFLAKE ROLLS OF STICKER /	89.71
			69432	2017-0784	IT-EMAIL BACKUP SERVICE	30.25
			711847017		LODGING OCT 17-19 2016 JOHNNY	386.10
			73460033		LODGING AUG 30-SEP 1 2016 JIHN	447.74
			74439336	2017-0744	FIRESTATION 3 SPARK MODULE IG	272.13
			81023644BARKER		LODGING SEP 19-23 2016 NORETT	648.24
			81023644PADILLA		LODGING SEP 19-23 2016 DAVID P/	648.24
			81023644VALTIERRA		LODGING SEP 19-23 2016 ERIC VAI	648.24
			82697200		LODGING AUG 30-31 2016 GINA GIE	425.98
			833681		FUEL ROBB STEEL	36.71
			83759962		LODGING SEP 13-16 2016 ANGELA	529.04
			86876976		LODGING AUG 30-SEP 1 2016 GRE	426.30
			958635		COUNCIL DINNER	137.27
			969782		LUNCH FOR INTERVIEW PANEL EN	65.47
			99285		LODGING AUG 28-SEP 2 2016 ROBI	704.70
			AD021284008	2017-0812	PHOTOSHP UPGRADE	79.99
			B8ZFLZ		AIRFARE OCT 26-28 2016 MAT FRA'	188.96
			BI68JTJOHNSON		AIRFARE NOV 4-6 2016 KYLE JOHN	136.96
			BI68JTTIRIBOYI		AIRFARE NOV 4-6 2016 MERILYN TI	136.96
			CHAN		REGISTRATION SEP 27-29 2016 JAI	425.00
			DS20160913105649946	2017-0891	IT-BUSINESS LEVEL MAIL BIG FILE	205.19
			E0579228		FUEL MAT FRATUS	35.27
			E0584127		FUEL MAT FRATUS	34.70
			E0589072		FUEL MAT FRATUS	35.48
			MEMBERSHIP		2016 MEMBERSHIP	100.00
			MEMBERSHIPCREDIT		CREDIT FOR OVERCHARGED MEM	-455.00
			PARKING		PARKING AUG 30-SEP 1 2016ED SC	84.00
			RCS327644	2017-0868	AMERICAN RED CROSS LIFE GUAR	655.13

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190401	10/21/2016	16583 US BANK	(Continued) REG160824024700 REG160824025335 REG160824045046 W1632020	2017-0793	REGISTRATION OCT 14-16 2016 MI REGISTRATION OCT 14-16 2016 DA REGISTRATION OCT 14-16 2016 JU ITEM#: RESISTGR	130.00 130.00 130.00 122.38 <b>Total : 30,478.51</b>
190402	10/21/2016	01247 VULCAN MATERIALS	71257722 71260374	2017-0313 2017-0313	BLANKET- ASPHALT & BASE- PW M BLANKET- ASPHALT & BASE- PW M	72.76 117.04 <b>Total : 189.80</b>
190403	10/21/2016	08097 WAITE, DAVID M.	SAFETYSHOES		REIMB.SAFETY SHOES	189.43 <b>Total : 189.43</b>
190404	10/21/2016	32766 WASHINGTON DEPT OF LICENSING	QUICKTITLE	2017-1046	ADMINISTRATION - VEHICLE TITLE	81.00 <b>Total : 81.00</b>
190405	10/21/2016	02853 WEST COAST ARBORISTS	118971 118972	2017-0541 2017-0541	ANNUAL- TREE TRIMMING & REMO ANNUAL- TREE TRIMMING & REMO	9,960.20 1,486.80 <b>Total : 11,447.00</b>
190406	10/21/2016	18341 WEST COAST LIGHTS & SIRENS	13919	2017-0316	BLANKET- PARTS & REPAIR- POLIC	112.84 <b>Total : 112.84</b>
190407	10/21/2016	03545 WEST VALLEY WATER DIST.	1097711464 1113711616 1131111778 2757527320 7184540480		PKWY ANNEX 63 000063-00 LILAC PKWY 000030-00 PARK/CACTUS WY 000030-00 PKWY MTR ANNEX 72 000072-00 1700 N RIVERSIDE	48.69 35.91 135.41 640.24 233.52 <b>Total : 1,093.77</b>
190408	10/21/2016	32792 WHITE, MELVIN	R16038155		REFUND PET LICENSE NOT IN CIT	11.80 <b>Total : 11.80</b>

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
190409	10/21/2016	03061 WILLDAN ASSOCIATES	00217177	2017-0740	BLANKET- PLAN CHECK SERVICES	38,882.50
					<b>Total :</b>	<b>38,882.50</b>
190410	10/21/2016	21171 WING, PAUL B.	17	2017-0340	BLANKET- BACKGROUND INVESTIG	800.00
					<b>Total :</b>	<b>800.00</b>
190411	10/21/2016	32182 WJI INDUSTRIES	95683972	2016-1220	STAFFING FOR BUSINESS LICENSI	736.32
					<b>Total :</b>	<b>736.32</b>
190412	10/21/2016	32358 WORKERS COMPENSATION FORUM	REGISTRATION		REGISTRATION PAULA MOHAN NO'	50.00
					<b>Total :</b>	<b>50.00</b>
190413	10/21/2016	20566 WRIGHT EXPRESS FINANCIAL, SERVICE: 0201001055409		2017-0319	BLANKET- FUEL & OIL- PD	25.55
					<b>Total :</b>	<b>25.55</b>
190414	10/21/2016	19202 WURTH USA INC.	95488692	2017-0320	BLANKET- HARDWARE & SUPPLIE	578.48
					<b>Total :</b>	<b>578.48</b>
<b>163 Vouchers for bank code : gen</b>						<b>Bank total : 667,839.25</b>

Bank code : rsa

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account/Project #</u>	<u>Amount</u>
18927	10/21/2016	13649 COLANTUONO, HIGHSMITH	31656	2013-1222	LEGAL SERVICES FOR OVERSIGH`	562.86
					<b>Total :</b>	<b>562.86</b>
18928	10/21/2016	17867 ECORP CONSULTING, INC.	78922	2012-1211	PSA FOR PEPPER AVE BIOLOGICA 000893-02	342.50
					<b>Total :</b>	<b>342.50</b>
18929	10/21/2016	03131 SOUTHERN CA. EDISON CO.	2086295995 2301309647 2311151096		ELECTRIC BILL RDA 195 S RIVERSI 141 S RIVERSIDE AVE ELECT. BILL ELECTRIC: 137 S RIVERSIDE RDA	27.14 242.67 102.69
					<b>Total :</b>	<b>372.50</b>
3 Vouchers for bank code : rsa						<b>Bank total : 1,277.86</b>

Bank code : rua

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account/Project #</u>	<u>Amount</u>
39655	10/21/2016	32768 CROWLEY, THOMAS J	11022016		PER DIEM NOV 2-3 2016 USCM MA'	138.00
					<b>Total :</b>	<b>138.00</b>
39656	10/21/2016	00003 OFFICE DEPOT	869465554001	2017-0835	FURNITURE FOR UTILITIES MANAG	267.82
					<b>Total :</b>	<b>267.82</b>
39657	10/21/2016	02844 SAN BRDO CO. TREASURER	0269171050000		PROPERTY TAX PARCEL 0269-171-1	163.26
					<b>Total :</b>	<b>163.26</b>
3 Vouchers for bank code : rua						<b>Bank total : 569.08</b>
169 Vouchers in this report						<b>Total vouchers : 669,686.19</b>

**FINANCE DEPARTMENT**

**ACCOUNTS PAYABLE : FY 2016-2017**

**VOIDED CHECK LISTS**

Check History Listing  
CITY OF RIALTO

Bank code: gen

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
189817	09/23/2016	03151 G. EDWARD SCOTT	V	10/12/2016	10052016	10/07/2016	192.00	192.00
190033	10/07/2016	31890 HECTOR GONZALEZ JR	V	10/12/2016	SAFETYSHOES	06/30/2017	116.00	116.00
							<b>gen Total:</b>	<b>308.00</b>
2 checks in this report							<b>Total Checks:</b>	<b>308.00</b>

Check History Listing  
CITY OF RIALTO

Bank code: gen

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
190244	10/14/2016	32766 WASHINGTON DEPT OF LI	V	10/18/2016	QUICKTITLE	10/10/2016	81.00	81.00
							<b>gen Total:</b>	<b>81.00</b>
1 checks in this report							<b>Total Checks:</b>	<b>81.00</b>



## Legislation Details (With Text)

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File #: 16-763      Version: 1      Name: C.1  
Type: Minutes      Status: Consent Calendar  
File created: 11/1/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Regular City Council Meeting - September 27, 2016  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [September 27 2016 minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Regular City Council Meeting - September 27, 2016

**REGULAR MEETING  
of the  
CITY OF RIALTO  
CITY COUNCIL  
City of Rialto, acting as Successor Agency to the  
Redevelopment Agency**

**MINUTES  
September 27, 2016**

A regular meeting of the City Council of the City of Rialto was held in the City Council Chambers located at 150 South Palm Avenue, Rialto, California 92376, on Tuesday, September 27, 2016.

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This meeting was called by the presiding officer of the Rialto City Council in accordance with the provisions of **Government Code §54956** of the State of California.

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**CALL TO ORDER**

Mayor Robertson called the meeting to order at 5:01 p.m.

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The roll was called and the following were present: Mayor Deborah Robertson, Mayor Pro Tem Baca Jr., Council Member Scott and Council Member Ed Palmer. Also present were City Administrator Michael Story, City Attorney Fred Galante, City Treasurer Edward Carrillo and City Clerk Barbara McGee.

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**CLOSED SESSION**

1. Conference with Legal Counsel - Existing Litigation: The City Council will discuss the following pending litigation(s) pursuant to Government Code Section 54956.9(d)(1):
  - (a) City of Rialto vs. Chevron  
San Bernardino County Superior Court, Case No. CIVDS1406197
  - (b) Brayshaw v. City of Rialto  
San Bernardino County Superior Court, Case No. 1614704
  - (c) Anderson v. City of Rialto, et. al.  
U.S. District Court, Central Division, Case No. 5:16-cv-01915-JGB-SP

**CLOSED SESSION**

- 2 Conference with Real Property Negotiator. The City Council will confer with its real property negotiator concerning the following properties pursuant to Government Code Section 54956.8:

Subject: Price and Terms of Conveyance - Contract of Sale  
Location: Rialto Municipal Airport Property  
(Generally, the southwest corner of Ayala Drive and Renaissance Parkway)  
Negotiators: Robb R. Steel, ACA/Development Svs. Dir.  
Bryan Goodman, Lewis Hillwood Rialto, LLC  
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**CLOSED SESSION**

Motion by Mayor Pro Tem Baca Jr., second by Council Member Palmer and carried by unanimous vote to go into Closed Session at 5:03 pm. City Council returned at 5:59 pm.

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**CALL TO ORDER**

Mayor Robertson called the meeting to order at 6:05 p.m.

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The roll was called and the following were present: Mayor Deborah Robertson, Mayor Pro Tem Joe Baca Jr., Council Member Ed Scott and Council Member Ed Palmer. Also present were City Administrator Michael Story, City Clerk Barbara McGee, City Treasurer Edward Carrillo and City Attorney Fred Galante.

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**Pledge of Allegiance and Invocation**

Council Member Ed Palmer led the pledge of allegiance. Pastor Dino Esquivel – Integrity Outreach Ministries gave the Invocation.

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**City Attorney’s Report on Closed Session**

City Attorney Fred Galante stated that City Council met in Closed Session and discussed all items listed on the Agenda.

- 1. City Council met on three items of existing litigation.
  - (a) City of Rialto vs. Chevron. Motion by Council Member Scott, second by Council Member Palmer and carried by a 4-0 vote to approve the amended agreement with an expert and litigation support services firm up to the amount of \$159,500.
  - (b) Brayshaw v. City of Rialto, Workers Compensation matter. Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to approve the retention of Liebert, Cassidy, Whitmore to defend this matter.
  - (c) Anderson v. City of Rialto, Workers Compensation matter. Motion by Mayor Pro Tem Baca Jr., second by Council Member Palmer and carried by a 3-0 vote, Council Member Scott abstained, to approve the retention of Liebert, Cassidy, Whitmore to defend this matter. The city Administrator is authorized to replace the Firm of Paul Hastings if necessary to provide additional separate representation.

**City Attorney's Report on  
Closed Session**

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3. Conference with Real Property Negotiator concerning property in the former Rialto Airport. (Generally, the southwest corner of Ayala Drive and Renaissance Parkway). Motion by Council Member Palmer, second by Council Member Scott and carried by a 4-0 vote to authorize the extension of the Option Agreement with Lewis-Hillwood Rialto LLC to December 13, 2016.

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**PRESENTATIONS AND  
PROCLAMATIONS**

- 1 Proclamation-Fire Prevention Week-Mayor Deborah Robertson
- 2 Proclamation-Latino Voter Registration Month-Mayor Deborah Robertson

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**ORAL COMMUNICATIONS**

Peter Kuhns, Organizer with ACCE – Alliance of Californians for Community Empowerment, a Statewide non-profit that works with families who are at risk of foreclosure.

Residents gave their positive testimonials.

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**CONSENT CALENDAR**

**A. WAIVE FULL READING OF ORDINANCES**

1. Waive reading in full, all ordinances considered at this meeting.

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**B. APPROVAL OF WARRANT RESOLUTIONS**

- B.1 Resolution No. 09 (09/02/16)
- B.2 Resolution No. 10 (09/09/16)
- B.3 Resolution No. 11 (09/16/16)
- B.4 Resolution No. 12 (09/23/16)

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**CONSENT CALENDAR**

**C. APPROVAL OF MINUTES**

- C.1 Regular City Council Meeting – September 13, 2016

**D. SET PUBLIC HEARING**

- D.1 Request City Council to Consider Approval of Resolution No. 7003 of Intention to Establish CFD 2016-1; Set the Public Hearing for November 22, 2016

**E. MISCELLANEOUS**

- E.1 Request City Council to Authorize the Recordation of a Notice of Completion of Public Improvements related to the I-210 Logistics II Project and Accept Public Improvements constructed on behalf of the City of Rialto by I-210 Logistics II, as required by Parcel Map 19463 and PPD 2283.

## **CONSENT CALENDAR**

- E.2 Request City Council to Issue a Purchase Order to CONFIRE J .P.A., in the amount of \$29,442.70 for Mobile Data Computers and Accessories.
- E.3 Request City Council to Approve Professional Service Agreement with Keyser Marston Associates for Real Estate Advisory Services by a maximum of \$25,000 for services.
- E.4 Request City Council to Adopt Resolution No. 7004 Accepting Title to Four (4) Parcels Developed with Parking Lots Conveyed from the Successor Agency to the Redevelopment Agency of the City of Rialto Pursuant to Amendment #3 to the Long Range Property Management Plan.
- E.5 Request City Council to Receive and File the Statement of Income and Expenses related to the Miro Way, Alder Avenue, and Locust/Laurel/Walnut Escrow Accounts for August 2016.
- E.6 Request City Council to Receive and File the Statement of Income and Expenses related to Airport Escrow Account for August 2016.
- E.7 Request City Council to Award a Professional Service Agreement to Skydrop for a Weather-Based Irrigation Control Program in the Amount of \$40,000.00.
- E.8 Request City Council to Award a Professional Services Agreement to STK Architecture Inc. for Site Design and Planning Services for the Proposed Fire Station 205 for a total contract amount not to exceed \$49,990.
- E.9 Request City Council to Approve Amendment No. 2 to the Exclusive Right to Negotiate Agreement with Fernando Acosta for the Development of Approximately 8 Acres of Property Located at the Northeast Corner of Ayala Drive and Renaissance Parkway.
- E.10 Request City Council to Adopt on Second Reading Ordinance No. 1573 (DEVELOPMENT CODE AMENDMENT NO. 16-02) "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, ADOPTING AN AMENDMENT TO TITLE 18 OF THE RIALTO MUNICIPAL CODE REGULATING OUTDOOR STORAGE LAND USES AND CREATING A NEW CHAPTER 18.104 ENTITLED "OUTDOOR STORAGE USES".
- E.11 Request City Council to Adopt on Second Reading Ordinance No. 1574, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING SECTIONS 2.45.020 AND 2.45.050 OF THE RIALTO MUNICIPAL CODE TO PROHIBIT SMOKING IN CITY BUILDINGS, PARKS AND RECREATION FACILITIES."
- E.12 Request City Council to Adopt on Second Reading Ordinance No. 1575 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING SECTION 9.25.040 OF THE RIALTO MUNICIPAL CODE REGARDING PROHIBITION OF BICYCLING AND SKATING IN DOWNTOWN RIALTO."

**CONSENT CALENDAR**

- E.13 Request City Council to Approve a Purchase Order with Norton Rose Fulbright for Concession Agreement implementation services in the amount of \$48,000.
- E.14 Request City Council to Adopt Resolution No. 7005 Approving the 2017/2018 through 2021/2022 Measure I Five Year Capital Project Needs Analysis (CPNA) for the Major Street-Arterial Sub-Program and amending its 2016/2017 Fiscal Budget.
- E.15 Request City Council to: 1 ) Approve Purchase Agreement and a Service and Subscription Agreement with Charge Point in the amount of \$17,293; 2) Authorize City Administrator to execute a Change Order in the amount of \$8,400 to Install Electrical Vehicle Charging Station with TSR Construction and Inspection as part of the Easton Development Parking Lot Improvements, City Project No. 160812; and, 3) Adopt Budget Resolution No. 7006 appropriating \$25,693 from the South Coast Air Quality Management District Fund 226.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to approve the Consent Calendar as presented.

Council Member Palmer abstained from voting on Item E.12.

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**TAB 1 – General Plan Amendment No. 16-01 – Zone Change No. 335**

Gina Gibson, Planning Manager - Development Services presented the staff report regarding General Plan Amendment No. 16-01.

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Mayor Robertson declared the public hearing open.

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**ORAL COMMUNICATIONS**

Brian Breden, Rialto resident, expressed his support of this project.

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Barbara A. Breden, Rialto resident, expressed her support of this project.

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Roger Hobbs, Property Developer of this new community, explained the amenities of these new homes that people have been looking for.

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Jamie Williams, presented 137 signatures of people who do not want these homes built. She expressed her opposition of this new development.

0o0

**TAB 1 – General Plan Amendment No. 16-01 – Zone Change No. 335**

Council Member Palmer disclosed that the Bredens' were clients of his many years ago. It wouldn't affect his decision on this but he wanted to bring this forward.

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City Attorney Galante stated that Conflict rules look to the last 12 months if you received any compensation.

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**ORAL COMMUNICATIONS**

Charles Samson, Rialto resident, expressed his opposition of this new development.

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Christine Jacobs, Rialto resident, stated the majority of the people she spoke to welcome new development just not a high-density development.

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David Phillips, Rialto resident, expressed his support for the new development.

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Patti Nahill, with PGN who prepared the environmental documentation for this project. She addressed some of the issues brought forward.

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Motion by Council Member Palmer, second by Council Member Scott and carried by a 4-0 vote to close the public hearing.

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Council Member Scott stated that he has asked multiple time for the Planning Commission vote was on projects like this.

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Gina Gibson stated that they had one abstention, five in favor and one against.

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Council Member Scott asked about resurfacing of Randall Ave. and how far east it's going.

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Mr. Eisenbeisz stated that between them all they will cover the entire length of Randall, which may happen in the Spring.

0o0

**TAB 1 – General Plan Amendment No. 16-01 – Zone Change No. 335**

Council Member Scott asked for future projects to include in the staff report the vote of the Planning Commission.

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Mayor Robertson stated that it needs to be included for all commissions.

0o0

Council Member Scott stated that he has lived in the neighborhood for 27 years. He has experienced no crime in his neighborhood. He appreciates how the Bredens kept up their property. He hates to see them leave as neighbors but understands that people need to move on. As far as the project itself, he is not a fan of high density either. The reality of today is that it's very expensive to build homes on large pieces of property. The density, lots and homes are smaller. He personally wouldn't pay \$350,000 - \$400,000 for a home but they do need to grow and progress as a community and they need housing. He hope those who live around the project embrace it. It's better than having a vacant lot for another 20 years. He is in favor of this project.

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Mayor Pro Tem Baca Jr. stated that he was looking at the fiscal analysis and the different fees. Are there park development fees included?

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Gina Gibson stated yes, they are standard included in all residential development.

0o0

Robb Steel, Development Services Director stated it's approximately \$3300 a unit and 33 homes are proposed. So approximately \$100,000 in park development fees.

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Mayor Pro Tem Baca Jr. stated that this will help with the Cactus/Randall Park project.

He asked about the equipment in the development being self-maintained.

0o0

Mr. Steel stated that they have a homeowners association for their within tract improvements, pool and park area on the corner.

The City has asked them to join the Community Facilities District for citywide services, the deficit they incur on residential development for police, fire and all the other municipal services.

0o0

**TAB 1 – General Plan Amendment No. 16-01 – Zone Change No. 335**

Mayor Pro Tem Baca Jr. stated that the only big issue he has with a lot of homeowners associations is that they drag their feet when it comes to upkeep and maintenance. He wants to make sure they do their due diligence. He is glad they will be doing some street improvements.

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Council Member Palmer stated that he was impressed with the pool and the park within the gated community. He supports this project.

0o0

Council Member Scott stated that there are residences around that community that have livestock. He wants to make sure those families are protected, so there are no calls or challenges.

0o0

Ms. Gibson stated those residences will retain the A-1 zoning designation where the animals would be. In reality there may be calls but it doesn't change their rights under the A-1 designation.

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Mayor Robertson stated when this came before EDC last year, they talked about reaching out to the community and making them aware of the plan and the desire. What type of notice did the community have, if they were aware of this application a year ago?

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Ms. Gibson stated that they may have not had public comments prior to the Planning Commission meeting but they had an outpouring at the meeting. The notice was published in the newspaper. Notices were mailed to all property owners within 300 ft. of the project.

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Mayor Robertson stated that a concern was raised about making sure the lay of the land and the agricultural aspect would stay intact. That is always a concern when they bring in new residential area and they have concerns and complaints about the surrounding areas. Can it be noted in the actual selling of the property, if people are aware that there is still the agricultural element in the surrounding area.

Will this all be constructed before units are sold? When will the amenities be available to the residents?

0o0

Ms. Gibson stated right now is what the amenities package is usually what is selling and the focal point so it behooves the developer to put the amenities package of the tot lot and the pool in first. She didn't see a phasing plan if there was one. It is a standard condition of approval for the Planning Division to ask that the entitlements include on the amenities package first.

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**TAB 1 – General Plan Amendment No. 16-01 – Zone Change No. 335**

Mayor Robertson stated that she agrees that they need to have new housing stock in Rialto. She would question in the layout, is there an opportunity for the corner lot being a single-story. They keep hearing a concern about density but then the housing stock that doesn't seem to accommodate everyone's needs. If a smaller single-story can be considered.

She asked that the Police Chief speak to the comment of Rialto having the highest homicide rate.

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Police Chief DeAnda stated that violent crime is drastically down. He doesn't believe they have had more than five homicides in the last three years. Right now they are currently are at four. Traffic around schools is the safest it's ever been and the last several they have made a big effort in traffic enforcement and education around all 26 schools that are in the school district. There was one fatality, a racer, in the North East part of town. There are three months left in the year and he hopes to say he will be very proud to say that violent crime is down. If there are any areas of concern, he would love to hear about it and will provide a solution to each problem. The Police Department is fully staffed with the exception of a few retirements. He will never say no to additional bodies to make the city safer. The comments that were made about the high crime rate being number one per capita in California, he has to differ on that. He would like to see the study that the resident has referred to. Rialto is safe and the area that the resident lives in is very safe.

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Mayor Robertson stated that she appreciates that they have had this big area of land and they have made every effort to try and keep it always looking reasonable and decent. She is in favor of the project and in moving forward.

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Ms. Gibson stated that they do have an opportunity in the tentative map resolution to propose a modification that they consider a single-story option. That the disclosures and CCR's address both the maintenance and the fact that the surrounding land use designation is A-1. And the amenities being in the first phase of development.

0o0

City Attorney Galante stated that the tentative tract map has 49 conditions, he suggested adding three more.

- Developer provide notification of the adjacent agricultural uses. Specially say that and allowable uses including but not limited to livestock.
- Developer consider single-story options.
- Developer have the available amenities in the first phase of development.

0o0

**TAB 1 – General Plan Amendment No. 16-01 – Zone Change No. 335**

**ORDINANCE NO. 1576**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING ZONE CHANGE NO. 335 TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 4.57 GROSS ACRES OF LAND (APNS: 0131-212-06, -19 & -20) LOCATED AT THE SOUTHWEST CORNER OF BLOOMINGTON AVENUE AND WILLOW AVENUE FROM AGRICULTURAL (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT-DETACHED (PRD-D)

0o0

Motion by Council Member Palmer, second by Mayor Pro Tem Baca Jr. and carried by unanimous vote to adopt (1) Resolution No. 7007 approving General Plan Amendment No.16-01, which is a request to change the land use designation of approximately 4.57 gross-acres of land from Residential 2 with an Animal Overlay to Residential 12, (2) Resolution No. 7008 approving Variance No. 714, which is a request to reduce the required gross site area of a PRD-D development from 5.0 gross acres to 4.57 gross acres, and (3) Resolution No. 7009 approving Tentative Tract Map No. 20009, and introduce for first reading of (4) Ordinance No. 1576 approving Zone Change No. 335 and A Mitigated Negative Declaration (Environmental Assessment No. 16-16).

The vote was: AYES: Mayor Robertson, Mayor Pro Tem Baca Jr., Council Member Palmer and Council Member Scott. NOES: none. ABSTAIN: none. ABSENT: none.

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**TAB 2 - General Plan Amendment No. 16-02 – Amendment No. 4 to the Gateway Specific Plan**

Gina Gibson, Planning Manager - Development Services presented the staff report regarding General Plan Amendment No. 16-02 – Amendment No. 4 to the Gateway Specific Plan.

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Mayor Robertson declared the public hearing open. No one came forward.

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Motion by Council Member Scott, second by Council Member Palmer and carried by a 4-0 vote to close the public hearing.

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City Attorney Galante read the title of the Ordinance:

**ORDINANCE NO. 1577**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE GATEWAY SPECIFIC PLAN TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 14.67 GROSS ACRES OF LAND (APNS: 0132 191-03, -07, -08, -09, -14 & -15) LOCATED ON THE SOUTH SIDE OF VALLEY BOULEVARD BETWEEN WILLOW AVENUE AND LILAC AVENUE FROM FREEWAY COMMERCIAL (F-C) WITHIN THE GATEWAY SPECIFIC PLAN TO INDUSTRIAL PARK (I-P) WITHIN THE GATEWAY SPECIFIC PLAN.

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**TAB 2 - General Plan Amendment No. 16-02 – Amendment No. 4 to the Gateway Specific Plan**

Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote to approve Adoption of Resolution No. 7010 approving General Plan Amendment No. 16-02, which is a request to change the land use designation of approximately 14.67 gross-acres of land from General Commercial with a Specific Plan Overlay to Business Park with a Specific Plan Overlay, and (2) Introducing for first reading Ordinance No. 1577 approving Amendment No. 4 to the Gateway Specific Plan, reading by title only and waiving further reading thereof. A Negative Declaration (Environmental Assessment No. 16-37) has been prepared for consideration in conjunction with the project.

The vote was: AYES: Mayor Robertson, Mayor Pro Tem Baca Jr., Council Member Scott and Council Member Palmer. NOES: none. ABSTAIN: none. ABSENT: none.

0o0

**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

Gina Gibson, Planning Manager - Development Services presented the staff report regarding Addendum to the Renaissance Specific Plan Final EIR – warehouse/distribution center building within the Renaissance Specific Plan.

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Mayor Robertson declared the public hearing open.

0o0

**ORAL COMMUNICATIONS**

David Phillips, Rialto resident, was concerned about the retail portion shrinking within the Renaissance Specific Plan and the increase of warehouses.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by unanimous vote to close the public hearing.

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Council Member Scott asked how they are supposed to read the document just handed to them.

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City Attorney Galante stated that they needed to re-open the public hearing if they wanted additional testimony.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott to re-open the public hearing.

0o0

**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

Hans Van Ligten, Attorney representing the Applicant, stated the document is intended to be inserted into the record. It's a summary of the responses to the letter which an attorney submitted in connection with a Planning Commission meeting. It doesn't represent new information but summarizes point by point why the comments in that prior letter are accurate and points to where in the existing documents that information is. It was submitted to make the record complete for purposes of allowing them to make their decision. They have had fruitful discussions with the entity that submitted its comments at the Planning Commission and filed an appeal to the City Council. They will be resolving all the issues with the objector in the next 14 days.

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Council Member Scott stated that he is not sure that answers his question. Why didn't they receive this document earlier? So city staff and attorneys can take a look at it.

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Attorney Van Ligten stated the press of getting everything done, including discussing it with the objector, this was the last item they were able to generate and get out.

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Council Member Scott asked if there was a problem tabling the item and bringing it back at the next meeting?

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Robb Steel, Development Services Director stated that he knows that there were some timelines with some closing on the property.

0o0

Attorney Van Ligten stated that they would have issues and the preference would be to have the approval tonight. Also to meet the City's meeting schedule it would be a longer delay.

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Council Member Scott stated then how critical is it to add the document to the record tonight?

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Attorney Van Ligten stated given discussions with the objector it would be fine to withdraw them and move forward with consideration of approval by City Council without them.

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Mayor Robertson stated that she would like to withdraw them because they were not presented within a timely manner for City Council to review them.

**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

Mayor Robertson asked for clarification, these are responses to the applicant's application on the environmental process and the project. She knows it's a matter with objections raised by Laborers International Union of North America, Local 783 (LIUNA). If they don't receive the document, the responses, they can submit them through appropriate channels. If there is going to be litigation then the only way the attorney for the opposing side can proceed with litigation is when City Council takes final action on the environmental document.

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City Attorney Galante stated that is correct, it triggers the commencement of the time for any challenge.

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Mayor Robertson stated that is something they need to think about, that if there is going to be a challenge to it, then no challenge will happen until they take action to allow it to move forward. This response is to the applicant/developer and their application but not necessarily to the City. The fact that they are trying to enter this into the record now is kind of problematic.

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City Attorney Galante stated that he knows this is a large effort to address comments and the public hearings happen fairly quickly from the Planning Commission to the City Council Meeting. It is the City Council's prerogative, if they would rather not have this in the record and reject it. The public and the applicant and any members of interested parties are allowed to comment up to today. As late as this is and as much information as this is, there is that right but it's nearly impossible to go through all this.

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Mayor Robertson asked when did they submit it to the Planning Commission? Was this received, the concerns they objected to, August 31<sup>st</sup>?

0o0

Gina Gibson, Planning Manager stated that LIUNA submitted the letter prior to the Planning Commission and it was read into the record at the Planning Commission. The response to those comments was just received today.

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Robb Steel, Development Services Director stated that they are not obligated as a City to respond to LIUNA's comments as they would in a response to comments from a responsible agency under an Environmental Impact Report.

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**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

City Attorney Galante stated that is correct, this is not a process where they have submitted comments in response to an EIR where they have a certain period of time to respond and they create the final EIR. There is no legal obligation to respond.

0o0

Ms. Gibson stated that they received a letter at the Planning Commission Meeting, LIUNA's attorneys submitted a letter and they responded to everything that evening. They had enough information on the record for the Planning Commission to make a recommendation. The Applicant and their attorney, to complete the record, wanted the City Council to have the benefit of the comments.

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Council Member Palmer stated City Council doesn't to reject the filing of comments if the attorney voluntarily withdraws.

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Attorney Van Ligten agreed to withdraw the document.

0o0

Mayor Robertson asked what was the Planning commission's recommendation and vote on this?

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Ms. Gibson stated that they had favorable comments and only one out of seven commissioners voted against the project. She can't say that all seven commissioners were present at the meeting but they had a quorum.

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Mayor Robertson stated in regards to the setbacks, reduce from 30 ft. to 27 ft. and that the applicant proposes a LEED certified building as an incentive for the setback reduction. What is the level of the LEED certification?

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Ms. Gibson stated that they will need to at least reach silver before they release any building permits or grading permits because they have offered this for the setbacks.

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Mayor Robertson stated that silver is minimum, what is the next level.

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Ms. Gibson stated that they have to actually go through the process of submitting and be approved for a certification. Yes, there are different levels.

0o0

**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

Robb Steel, Development Services Director stated there is Gold and Platinum.

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Mayor Robertson stated that besides the fact they have to go through the certification, can they set the level requirement?

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Ms. Gibson stated yes, they can set the level.

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Mayor Robertson stated because the tradeoff with a silver level really doesn't get the community benefit for long term.

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Council Member Scott reminded everyone that he was not on city council from 2012–2014, when the warehouses were done. The current Economic Development Committee is the Mayor and himself have resisted Lewis of increasing, specifically the 60 acres they want to convert from commercial/residential to industrial, until they have performed on the retail portion of this project. He stays committed on not moving forward on any more industrial on the Lewis project until they perform on the retail and residential. This project is a Panattoni project not a Lewis project. He continues to hear comments about the EDC doing this and that, when in actuality they are holding firm on the retail/residential portion of the Lewis project.

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Mayor Robertson stated they have another Economic Development Committee Meeting in October. Those meetings are open to the public and anyone is welcome to see the discussions of the projects that come forward.

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Mayor Pro Tem Baca Jr. stated that this City Council is trying to push for more economic development and retail. Looking at Riverside on the South end, the project should be done in February. They are looking at a potential 18 acres there and then the southern portion; the old Walmart. This City Council is committed to more retail. They still have the Easton/Riverside piece; Coffee Bean coming in. Renaissance project has some industrial coming in but really the retail piece is what is going to sell the City Council. This would not prevent industrial in other parts of the City which creates job. They are not sexiest projects but they provide jobs and do good things for the community. They are in the age where people do more shopping online and the need for industrial use is growing.

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**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

Council Member Palmer stated that he didn't understand what the LEED certified building meant. What does each level mean to the developer?

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Jacob LeBlanc, Panattoni Development Co., explained LEED levels and the costs associated with them. LEED is controlled by the U.S. Green Building Council. There is no guarantee of what level you would obtain. There is a scorecard of what you are trying to ascertain and they run through the process. The actual certification doesn't come until the end of the project. Certified - base level, Silver, Gold, and Platinum. For industrial buildings it's difficult to get above LEED Silver because of the components of an office building. Their partner is Metropolitan Life Insurance Company. Part of their requirement is getting the LEED certification. If they are able to get LEED Silver then they will do that. He has built approximately 10 million sq. ft. of buildings in the Inland Empire and he has done one LEED Silver. Part of it goes into components around the site. If they have public transportation. Sometimes where a project is located it's not feasible to obtain certain levels of certification just because of geographics and the facility. A facility this size, 400,000 sq. ft., people typically pursue the LEED certification. When its north of 700,000 sq. ft. and the reason why they pursue that is typically the tenants are Fortune 500 companies. Under 700,000 sq. ft. it's atypical to have a LEED certification. His request is to have a LEED Certification and LEED Silver if they can. It hard to put that obligation on them today because there is no guarantee they can get it.

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Council Member Palmer stated that he wouldn't want to put a burden on them that they can't meet. He leaves it to Mr. LeBlanc's expertise when he says he will get LEED Certified. He is not willing to put a level on it if he's not comfortable with it.

0o0

Mayor Robertson stated that she has some knowledge about LEED certifications and the process and it can be attainable. She knows it's doable. There is a platinum building in Moreno Valley. There are elements they put in and consider as they move forward in the development of the project that will not only get you to the Silver certification and possibly one level beyond that. There is a list of things they can consider and do. If it's being considered as a tradeoff and they don't want to attain it, then why don't they just equate the tradeoff difference and give the City the cash. She knows they can set it as a goal.

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Ms. Gibson stated that they can and will if it's City Council's direction. They can direct staff to add it in the precise plan of design conditions. There are a checklist if things that are included with LEED levels.

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**TAB 3 - Addendum to the Renaissance Specific Plan Final EIR warehouse distribution center building within the Renaissance Specific Plan**

Jacob LeBlanc, Panattoni Development Co., stated that he is willing to withdraw the 3ft. setback. He is still going to pursue the LEED certification as an obligation to the partnership. He can't commit to a higher level of LEED certification.

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Ms. Gibson stated that they will need to strike the Conditional Development Permit altogether if that City Council pleasure and then change the square footage of the building at the PPD level.

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Robb Steel, Development Services Director stated in the Renaissance Specific Plan it states LEED Certified and it doesn't get into the levels. They would need to change the Renaissance Specific Plan to include the stricter levels because the incentive was offered.

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Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote to close the public hearing.

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Ms. Gibson stated that the Resolution 7013 would not be needed if they withdraw the 3ft. setback. City Council can take action on the two other items, map and environmental documents.

0o0

Motion by Mayor Pro Tem Baca Jr., second by Council Member Robertson and carried by a 3-1 vote for approval of (1) Resolution No. 7011 Approving the Addendum to the Renaissance Specific Plan Final EIR (Environmental Assessment Review 16-34); (2) Resolution No. 7012 for Tentative Tract Map No. 19748 to consolidate twelve (12) parcels of land (APNs: 0240-221-02, -03, -15, -16, -17, -18, -19, -21 , -24, -26, -27, & -28) into one (1) 18.33-net-acre parcel of land. Council Member Palmer voted No.

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**TAB 4 - Appointment of Rialto Residents to various City Commissions**

City Clerk Barbara McGee presented the staff report regarding the Appointment of Rialto Residents to various City Commissions.

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Mayor Robertson read the recommended appointments to commissions:

**BEAUTIFICATION COMMISSION**

Joanne Gilbert

**HISTORICAL COMMISSION**

Paul Adam Verdugo

Jacob M. Simon (Student)

**TAB 4 - Appointment of Rialto Residents to various City Commissions**

**HUMAN RELATIONS COMMISSION**

William Richard Brown III

Jahmari Johnson (Student)

**RECREATION & PARKS COMMISSION**

Jose Armando Fernandez (Student)

**TRANSPORTATION COMMISSION**

Raymond Onochie

0o0

Council Member Palmer left the dais at 8:13 p.m. and returned at 8:14 p.m.

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Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote to approve the Appointment of Rialto Residents to various City Commissions and Authorize the City Clerk to provide written notification.

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**TAB 5 – Purchase and Sale Agreement - southwest corner of Lilac Avenue and Santa Ana Avenue**

Robb Steel, Development Services Director presented the staff report regarding Purchase and Sales Agreement with JJR Realty, LLC, to Sell City Parcels totaling 4.10 acres situated at the southwest corner of Lilac Avenue and Santa Ana Avenue.

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Mayor Pro Tem Baca Jr. stated that he was glad they sold this property above the appraisal rate. In the south end of the City there is not a whole lot of use for that property. Now they can begin to move forward with a Fire Station near the old Walmart area.

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Mr. Steel stated that they closed on the Monster parcel today as well, the other piece of the funding is in place.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to Approve a Purchase and Sales Agreement with JJR Realty, LLC, to Sell City Parcels totaling 4.10 acres situated at the southwest corner of Lilac Avenue and Santa Ana Avenue (APN # 0258-102-58, 59, 60 and 61) for \$2,000,000 and Adopt Budget Resolution No. 7014.

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**TAB 6 - Selective Traffic Enforcement Program Grant**

Lt. Robert Smith presented the staff report regarding the California Office of Traffic Safety "Selective Traffic Enforcement Program" Grant.

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**TAB 6 - Selective Traffic Enforcement Program Grant**

Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote to Accept California Office of Traffic Safety "Selective Traffic Enforcement Program" Grant and Adopt Budget Resolution No. 7015 Appropriating Funds in the Amount of \$194,000.00.

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**TAB 7 – Ordinance - ADVERTISING SIGNS ON MOTOR VEHICLES PARKED**

City Attorney Galante presented the staff report regarding advertising signs on motor vehicles parked or left standing on city streets or city land.

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**Ordinance No. 1578**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING THE RIALTO MUNICIPAL CODE TO ADD CHAPTER 9.97 CONCERNING THE REMOVAL OF MOBILE BILLBOARD ADVERTISING DISPLAYS AND REGULATION OF ADVERTISING SIGNS ON MOTOR VEHICLES PARKED OR LEFT STANDING ON CITY STREETS OR PUBLIC LANDS

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to introduce for First Reading Ordinance No. 1578.

The vote was: AYES: Mayor Robertson, Mayor Pro Tem Baca Jr., Council Members Scott and Palmer. NOES: none. ABSTAIN: none. ABSENT: none.

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**TAB 8 - Contract for Workers' Compensation Third Party Administration with LWP Claims Solutions, Inc.**

George Harris, Administrative Services Director presented the staff report regarding the Contract for Workers' Compensation Third Party Administration with LWP Claims Solutions, Inc.

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Council Member Palmer asked what was the average of bills per year for Corvel?

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Mr. Harris stated that they are using the same average, Corvel was charging that much more than what is proposed.

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City Attorney Galante stated that the proposed agreement is for flat amounts each year. They would have to come back for an amendment.

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Council Member Scott stated that this is a welcome change.

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**TAB 8 - Contract for Workers' Compensation Third Party Administration with LWP Claims Solutions, Inc.**

Motion by Council Member Palmer, second by Council Member Scott and carried by a 4-0 vote to Approve Contract for Workers' Compensation Third Party Administration with LWP Claims Solutions, Inc. in the Amount not to Exceed \$140,000 for FY2016/2017 (Pro Rated); \$215,200 for FY2017/2018 & \$220,650 for FY2018/2019.

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**TAB 9 - Operating Repair and Replacement funds for eligible Projects**

Tom Crowley, Utilities Manager, presented the staff report regarding Operating Repair and Replacement Funds for eligible Projects for the Water and Wastewater Facilities.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to Approve use of the Operating Repair and Replacement funds for eligible Projects as listed for fiscal year 2015/2016 and 2016/2017 up to the amount of budget available to Rialto Water Services for the Water and Wastewater Facilities.

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**TAB 10 - Final Construction Work Authorization - Wastewater Facility Improvement Project S3 - Sewer Main Replacement on Sycamore Avenue**

Tom Crowley, Utilities Manager, presented the staff report regarding the Final Construction Work Authorization - Wastewater Facility Improvement Project S3 - Sewer Main Replacement on Sycamore Avenue.

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Mayor Robertson asked how many work days will it take to get it accomplished? What have they directed the contractor in terms of notices to the residents. Sycamore is a heavily travelled road.

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Mr. Crowley stated that they would require a travel plan for that construction and they have identified beginning as early as November. They can ask the Contractor and RWS to notify the residents. The process they are going to use in this project and the subsequent project is not an open trench construction. It will be going in and destroying the smaller diameter pipe and inserting in a larger diameter pipe. This has helped to minimize open trench and disturbances along the way and minimize traffic congestion.

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Council Member Palmer stated as a suggestion, they can send notices to residents from the Contractor, RWS and the City. Three is better than one.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to Approve a Final Construction Work Authorization in the amount of \$459,878 to Rialto Water Services for the Wastewater Facility Improvement Project S3 - Sewer Main Replacement on Sycamore Avenue.

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**TAB 11 - Final Construction Work Authorization - Wastewater Facility Improvement Project S4 - Sewer Main Replacement on Willow Avenue**

Tom Crowley, Utilities Manager, presented the staff report regarding the Final Construction Work Authorization - Wastewater Facility Improvement Project S4 - Sewer Main Replacement on Willow Avenue.

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Mayor Robertson asked if the same company is working on this project with the same seven employees. Will they be running these jobs at the same time?

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Mr. Crowley stated yes, it's the same company and yes they will be running at the same time. He is not sure about the number of employees.

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Mayor Robertson stated that she just cautions that this stays on track and they don't find the projects getting delayed because they are running concurrent.

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Council Member Palmer stated that they indicated 7 employees per job. It may not be the same seven employees.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to Approve a Final Construction Work Authorization in the amount of \$743,869 to Rialto Water Services for the Wastewater Facility Improvement Project S4 - Sewer Main Replacement on Willow Avenue and Delegate authority to the City Administrator or his designee to approve and execute contract change orders up to a maximum cumulative amount of \$55,453.

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**TAB 12 - Proceeding with Tasks 3 and 4 of Phase I of the Progressive Design-Build for the Alternative Project**

Tom Crowley, Utilities Manager, presented the staff report regarding Tasks 3 and 4 of Phase I of the Progressive Design-Build for the Alternative Project. (Option 2A-Plant 5 Expansion or Option 2B-Hybrid).

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Council Member Scott asked as part of the approval of moving forward with task 3 and 4 are they authorizing any payment to RWS in regards to task 1 and 2?

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Mr. Crowley stated not at this point.

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**TAB 12 - Proceeding with Tasks 3 and 4 of Phase I of the Progressive Design-Build for the Alternative Project**

City Administrator Story stated that the technical memo from Don Hunt suffices that. They determined that the CAM takes a more direct change to the whole Concession agreement. The technical memo is the one that specifically deals with the cost for S1 only doesn't affect any of the CAM options. City Council is approving that memo tonight.

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Council Member Scott stated when they get to task 3 and 4 and RWS comes back and says it's really not a \$21.8 million project but a \$45 million project. He wants to make sure they have the ability to go a different direction.

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Robert Eisenbeisz, Public Works Director stated that it was his understanding that it was the subject of a draft CAM that had been created. The understanding that the parties have is that there may be some costs incurred to get to that point and the city would be obligated to cover those costs but the city would have an off-ramp if they reached an impasse.

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Council Member Scott stated his last question pertains to W1 and some memos from the last couple of days. A project already approved but there was an issue on contingency and he saw a proposal to resolve that. Has it been reviewed by staff?

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City Administrator Story stated they recently received it and told Mr. Luchetti they would review it with them and staff and come back with a recommendation for W1 at the November 8<sup>th</sup> City Council Meeting.

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Council Member Scott stated that this is a project that has been going on for a long time and a lot of them have been working hard on it. He is glad to see they have finally come forward with a project to the point they can move to the next step. The Concession Agreement clearly wasn't an easy thing to push forward, they reached a point where they are past a lot of those problems. He hopes they can continue to work together in a positive productive manner that gets these projects done. It reduces costs for the City, Veolia and RWS. Additionally it allows them to not have to put anymore rate increases on the ratepayers of the City. It allows other cities to catch up with their rates so they don't look so bad.

He stated that he appreciates Mr. Crowley to come on board and feels he was a good pick for the City. He brings a lot to the table based on his history with West Valley.

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**TAB 12 - Proceeding with Tasks 3 and 4 of Phase I of the Progressive Design-Build for the Alternative Project**

June Hayes, Rialto resident, stated that people bid on W1 a very long time ago. They have stuck to their bid costs for a long time. Their deadline is November 1st. It sucks they are not going to approve this project. Their partners are not going to move ahead on this project until after the deadline. She can't ask the contractor to keep promising them a price when she knows costs go up. This means the good citizens of Rialto will need to eat money because Veolia wants to have a contingency beyond what the meaning of contingency has ever been within the city. If in fact RWS and Veolia want to be their partner, they need to show some partnership. In doing so, they need to start W1 and have some faith in the City. The City moved ahead but they need to have something from them as well. She strongly encourages somebody to strongly encourage the partners to start W1 now.

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Council Member Scott stated h doesn't disagree with Commissioner Hayes. They have shown some good faith in moving forward and hopes when RWS and Veolia leave the room, they realize that if there is going to be a cost increase over a seven day period, that is not a smart thing. It's time for them to have faith in the City too.

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Motion by Council Member Palmer, second by Council Member Scott and carried by a 4-0 vote to Authorize Proceeding with Tasks 3 and 4 of Phase I of the Progressive Design-Build for the Alternative Project (Option 2A-Plant 5 Expansion or Option 2B-Hybrid) with Rialto Water Services for the Wastewater Facility Improvement Project, S1 Wastewater Treatment Plant Improvements and Approval of the Consent Agreement for the S1 Waste Water Treatment Plant upgrades for conceptual design, Task 2 Technical Memorandum.

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**TAB 13 - Contract Change Order No. 1 - Maple Avenue Improvement Project**

Council Member Scott stated that he will be abstaining from this item because the project occurred in his immediate neighborhood. Some of the repairs occurred on his property.  
He left the dais at 9:03 p.m.

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Robert Eisenbeisz, Public Works Director presented the staff report regarding the Contract Change Order No. 1 – Maple Avenue Improvement Project.

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Motion by Council Member Palmer, second by Mayor Pro Tem Baca Jr. and carried by a 3-0 vote to Approve Contract Change Order No. 1 in the Amount of \$118,615.64 for a total Contract Amount of \$464,066.89 for the Maple Avenue Improvement Project and the Annual CDBG Curb, Gutter, and Sidewalk Improvement Project, and Authorize the City Administrator or his designee to Execute Contract Change Order No. 1. Council Member Scott abstained.

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Council Member Scott returned to the dais at 9:06 p.m.

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**TAB 14 - Contract Change Orders - Ongoing Curb, Gutter, and Sidewalk Improvement Projects**

Robert Eisenbeisz, Public Works Director, presented the staff report regarding Contract Change Orders - Ongoing Curb, Gutter, and Sidewalk Improvement Projects.

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Council Member Scott stated that he wanted to make sure they had a better system for identifying problems in a zone before a contractor get out there.

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Mr. Eisenbeisz stated that it will be coming from a staff level.

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Mayor Pro Tem Baca Jr. stated that when he first came onto City Council this was not a major priority and he is glad they have cohesively agreed to make it a priority to address curb, gutter and sidewalks. He is glad they are addressing the streets that have been neglected for years.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to Authorize the City Administrator, or his designee to Execute Contract Change Orders up to a Maximum Amount of \$300,000 for the Ongoing Curb, Gutter, and Sidewalk Improvement Projects (Zones 1, 2, 3 and 4).

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**TAB 15 - Construction Contract - Riverside Avenue/Linden Avenue Traffic Signal and Street Improvement**

Robert Eisenbeisz, Public Works Director, presented the staff report regarding the Construction Contract for Riverside Avenue/Linden Avenue Traffic Signal and Street Improvement.

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Mayor Robertson asked about the timeline on this project.

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Mr. Eisenbeisz stated that the signal poles are the longest, 16 weeks on average. When they talk about from the time of award; a six month period by the time construction is done.

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Motion by Council Member Palmer, second by Council Member Scott and carried by a 4-0 vote to (1) Award a Construction Contract to Vance Corporation, Inc., a California corporation, in the amount of \$467,974.00 for the Riverside Avenue/Linden Avenue Traffic Signal and Street Improvement, City Project No. 120802; (2) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of \$25,000.

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**TAB 15 – Construction Contract -  
Riverside Avenue/Linden Avenue Traffic  
Signal and Street Improvement**

Mayor Robertson stated she would like the construction schedule for this project, because she wants to keep track of the signal at Acacia and Baseline.

She stated they may need to rethink digging the trenches and then waiting on the poles.

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Mr. Eisenbeisz stated that he agrees that it was premature for them to start all the underground work. The preference would be that they would do that work closer to when the poles are delivered.

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**TAB 16 – Contract Extension - ABM Onsite  
Janitorial Services**

Lynn Merrill, Interim Public Works Supervisor, presented the staff report regarding the Contract Extension - ABM Onsite Janitorial Services.

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Council Member Palmer stated what was the reason for the 10 year in business requirement?

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Mr. Merrill stated that he suspects that it was poor performance by previous vendors. So having a vendor with 10 years of experience offsets that.

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Council Member Palmer stated that it puts a chilling effect on mom and pop businesses or new companies starting up. 10 years in governmental type business or just janitorial business.

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Mr. Merrill stated 10 years in janitorial type business which is one of the things they changed in the new RFP.

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Council Member Palmer stated that he is not really happy with the 10 years of experience. This eliminates new businesses coming in.

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Council Member Scott stated that he agrees with Council Member Palmer. He doesn't see the Metrolink Station on the list.

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Mr. Merrill stated yes they are on the list and they are providing services to that facility.

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Council Member Scott asked if he had gone over there and looked at the job they are doing?

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**TAB 16 – Contract Extension - ABM Onsite  
Janitorial Services**

Lynn Merrill, Interim Public Works Supervisor, stated that yes, he went over there yesterday afternoon and they met with ABM last night and conveyed their concerns about the quality of service they did. There was confusion when they had construction down there and the completion of service. He indicated to them that the Metrolink Station is one of their star locations and it needed to sparkle.

0o0

Council Member Scott stated that he appreciated that but what was more dismaying to him is that this is another project he has talked about and he goes to the Metrolink Station and it was disgusting. They need to address the Metrolink Station. The ramps and decks needs to be washed off. He experienced no security down there. He was there at 11:30 a.m. and then again at 5:00 p.m. with no security on site. He addressed that with the Police Chief today. The restrooms were disgusting. The benches, no human being should have to sit on those benches. The human urine under the benches is more disgusting. All of that should be washed down. He looked at all the Metrolink stations, the most disgusting was Fontana and the second most disgusting is Rialto. It's embarrassing for the amount of money they have in that Metrolink Station and the fact that people are coming off the train and seeing what is there. There is a person down there who he would consider homeless selling stuff out of an ice chest. They need to do something with that station. The office is no better than it was before and he doesn't know what kind of agreement was made. If they can't do anything better than that, then they need to lock the doors.

0o0

City Administrator Story stated understood. He had a discussion with staff about it not being acceptable, beginning with the cleaning and then the security. They will see a significant change and he apologizes.

0o0

Mayor Pro Tem Baca Jr. asked if it was in the scope of how much they want them to clean? Was it just the basics? They need to be clear with the vendor on what they are looking for. He was looking at the list and noticed Hughbanks and Preston Elementary, why are they on there?

0o0

Mr. Merrill stated it's the child development portable buildings (Kidstuff Program).

0o0

Council Member Scott stated he also noticed regarding the Metrolink, are these monthly charges or the entire contract.

0o0

Mr. Merrill stated that it should be monthly charges.

0o0

**TAB 16 – Contract Extension - ABM Onsite Janitorial Services**

Council Member Scott stated \$910 per month they are spending on the Metrolink? That can't be a lot of maintenance.

0o0

Mayor Robertson stated that clearly attention to the facility is one thing, the bathrooms and how they are maintaining it. They are working on having someone in there to occupy the facility and help regulate some of the activity and bring some vibrancy back to the site.

During the family festival, she had citizens come up and share with her issues regarding the security. Transients who are selling things and no security presence.

0o0

Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote Amend the Contract Services Agreement with ABM Onsite Services - West, Inc. to Extend the Current Agreement to February 28, 2017, in the Not-to-Exceed Amount of \$152,200 and a Contract Cumulative Amount of \$393,370.

0o0

**TAB 17 - Street Marking Paint Supplies Bid to American Traffic Products**

Lynn Merrill, Interim Public Works Supervisor, presented the staff report regarding the Street Marking Paint Supplies Bid to American Traffic Products.

0o0

Motion by Mayor Pro Tem Baca Jr., second by Council Member Palmer and carried by a 4-0 vote to Adopt Budget Resolution No. 7016 and Award the Street Marking Paint Supplies Bid to American Traffic Products, Rialto CA for the Total Amount of \$177,210.18 for Fiscal Years 2016/17, 2017/18 and 2018/19; and Authorize the Issuance of a Purchase Order in the Amount of \$57,290.76 for Fiscal Year 2016/17.

0o0

**REPORTS**

City Council gave their reports.

0o0

**ADJOURNMENT**

Motion by Council Member Palmer, second by Mayor Pro Tem Baca Jr. and carried by unanimous vote to adjourn the City Council meeting at 9:45 p.m.

0o0

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MAYOR DEBORAH ROBERTSON

**ATTEST:**

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CITY CLERK BARBARA A. McGEE



Legislation Details (With Text)

File #: 16-716      Version: 1      Name: D.1  
 Type: Ordinance      Status: Agenda Ready  
 File created: 10/18/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Set a Public Hearing for the November 22, 2016, City Council Meeting to Consider the First Reading of an Ordinance Amending Chapter 1.10 to the Rialto Municipal Code Dealing with Administrative Citations and Fines.

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance Amending Administrative Fine Process - Redlined](#)  
[Ordinance Amending Administrative Fine Process - Clean](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Mat Fratus, Fire Chief

Request City Council to Set a Public Hearing for the November 22, 2016, City Council Meeting to Consider the First Reading of an Ordinance Amending Chapter 1.10 to the Rialto Municipal Code Dealing with Administrative Citations and Fines.

**BACKGROUND:**

Chapter 1.10 of the Rialto Municipal Code (RMC) defines the process by which administrative citations can be issued and subsequent fines levied by the City. The current language narrowly defines who can issue these citations, and defines an administrative process that is cumbersome for both the City and the citee. Furthermore, the current code language calls for a mandatory 15 day period to expire after a citation is issued before a fine can be levied. While this provision works satisfactorily in most cases, it is ineffective when applied to significant violations that create an immediate danger to life and health.

To correct these items and streamline the processes associated with issuance and appeals, staff is recommending that Council adopt revisions to Section 1.10 of the RMC as shown in Attachment 1.

**ANALYSIS/DISCUSSION:**

The RMC serves as a collection point for various City ordinances including those that pertain to land use, building construction and maintenance, and fire/life-safety codes. The RMC is a public document that can be referenced by community members for clarification on such codes. The City takes steps to ensure compliance with these codes through public education, a regular inspection

process, and effective communication with community members when potential infractions are found. Community members generally comply willingly with the City's codes and ordinances. However, there are occasions where the City must take steps to mandate compliance if a property owner refuses to comply within a reasonable time frame.

One of the tools used to encourage compliance in these cases is the issuing of administrative citations and imposing related fines and as defined in Chapter 1.10 of the RMC. These citations can carry a fine of not less than \$100 and up to \$1,000 per day that the violation exists. Section 1.10.040 (C) of the RMC states that these fines shall not become effective for 15 days following the date of issue. While the 15 day period is reasonable for the majority of infractions, there are cases where the nature of the infraction constitutes a significant threat to health and safety. In these cases, the enforcing agency must take steps to mitigate the hazardous condition as soon as possible, typically within 72 hours or less. If the property owner does not comply within the prescribed timeframe, the City will have to take immediate steps to mitigate the hazard up to and including restricting access to the hazardous building/area and ceasing all operations until the hazard is corrected.

While situations of this magnitude are rare, they represent a significant drain on City resources and place the public at risk. Because the City will ensure that the infraction is mitigated long before the 15 day compliance period expires, the responsible property owner is effectively insulated from any fines associated with their failure to comply. This minimizes the motivation for compliance that the fines were designed to create not only for current infractions, but for preventing future infractions as well.

The proposed amendments to the RMC would retain the 15 day compliance period for the majority of infractions. Only in cases where the Fire Chief or the Building and Code Enforcement Manager determine that an infraction constitutes a significant threat to life and health will a timeframe of less than 15 days be established for the purpose of imposing a fine. The specific timeframe will be determined by the Fire Chief or Building and Code Enforcement Manager and be based on the nature of the infraction and the level of threat that it may pose to life and/or property. In all cases, the City's representatives will work with the property owner to develop an effective and reasonable plan for compliance. A reduction of the compliance period does not affect the citee's right to request an administrative hearing.

Staff also recommends changes in this code section that deals with the issuance and appeal process of such citations and fines. The current language restricts issuance of a citation to Code Enforcement Officers. Staff recommends that this language be broadened and use the definition of "Authorized Enforcement Officer", which is an employee of the City appointed by the City Administrator to obtain compliance with City codes. This could include Code Officers, Fire Inspectors, and Building Inspectors. While an Authorized Enforcement Officer may issue citations, only the Fire Chief and Building and Code Enforcement Manager may reduce the 15 day compliance period for fines.

Staff also finds that the current appeal process is inefficient in that it requires the Director of Development Services to coordinate the administrative hearing process for all citations, even those that were not generated by his/her division. The proposed changes in this code section places these responsibilities on the department head of the division that generated the citation.

#### **ENVIRONMENTAL IMPACT:**

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA). A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in

the environment. By definition, a Project does not include: The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment according to Section 15378 (b)(4) of CEQA.

**GENERAL PLAN CONSISTENCY:**

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business. This action is also consistent with the following policy:

Policy 5-3:1 Provide for fire personnel, equipment, and fire stations to have adequate and appropriate resources to meet the needs and serve all areas of rialto.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and proposed ordinance.

**FINANCIAL IMPACT:**

No additional revenues or expenditures will be incurred as a result of this action, however, it may create efficiencies improving collections.

**RECOMMENDATION:**

Staff recommends that the City Council set the Public Hearing for the November 22, 2016.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING SECTIONS 1.10.020, 1.10.30, 1.10.040, 1.10.050, 1.10.060, 1.10.070, 1.10.080, AND 1.10.090 OF THE RIALTO MUNICIPAL CODE, TO PROVIDE FOR PROCEDURES TO ADMINISTER ADMINISTRATIVE FINES WITH SHORTENED TIME FOR IMPOSING FINES.**

WHEREAS, Government Code section 53069.4 authorizes local agencies to adopt ordinances to create administrative procedures to govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties;

WHEREAS, the purpose of Government Code section 53069.4 is to allow for a more efficient enforcement of the local agencies' code without resorting to criminal or civil court;

WHEREAS, Government Code section 53069.4(2) requires "a reasonable time, as specified in the ordinance, for person responsible for a continuing violation to correct or otherwise remedy the violation prior to the imposition of administrative fines or penalties, when the violation pertains to building, plumbing, electrical, or other similar structural or zoning issues, that do not create an immediate danger to health or safety."

WHEREAS, in 2008 the City added Chapter 1.10- Administrative Fines as authorized by Government Code section 53069.4.

WHEREAS, Chapter 1.10 currently gives recipients of administrative citations 15 days to correct the violation or violations;

WHEREAS, City Council recognize not all violations of the municipal code require 15 days to correct the violation, as not all violations are continuing and/or the violation poses an immediate danger to health and safety;

WHEREAS, to provide for situations where the violation of the code is not a continuing violation or the violation is an immediate danger to health and safety, City Council desires to amend sections of Chapter 1.10 to allow for more flexibility in determining reasonable time to correct violations or give no time to correct violations because there is nothing to correct;

WHEREAS, the purpose of this chapter is to protect the public health, safety and welfare, in an efficient manner by providing an administrative fine process to enforce the Rialto Municipal Code. It

1 is within the city’s authority under its police power to implement and enforce the provisions of this  
2 chapter.

3 NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO FINDS AND  
4 ORDAINS AS FOLLOWS:

5 **Section 1.** The above recitals are all true and correct and are hereby adopted as findings.

6 **Section 2.** The Rialto Municipal Code, at Section 1.10.020, entitled “Definitions,” shall be  
7 amended to read as follows, with the revised language displayed in redline format (additions  
8 underlined and deletions stricken out) and all other provisions of Section 1.10.020 remaining  
9 unmodified and in full force and effect:

10 “1.10.020 - Definitions.

11 . . . .

12  
13 "Authorized enforcement officer" means an employee of the city  
14 appointed by the city administrator to obtain compliance with the code and  
15 to issue citations if necessary to gain compliance.

16  
17 "Department" means a specific division of the City’s administrative  
18 structure.

19 "Department Director" means the person appointed to have primary  
20 oversight of the City department that issues a citation and/or fine.

21  
22 “Fire Chief” means the Fire Chief of the City of Rialto as established in  
23 sec. 2.34.030 of this code.

24 "Payment order" means the proceedings under this chapter commencing  
25 with the issuance of a citation to a citee that culminates in establishing the  
26 amount of a fine or fines owed to the city by a citee pursuant to  
27 Subsections 1.10.050(E), 1.10.050(F), 1.10.060(G), 1.10.060(H),  
28 1.10.070(D) or 1.10.070(E). Said payment order also shall constitute a  
money judgment in favor of the city against the citee, which the city may  
file with the Superior Court and entitle the city to all judicial remedies for  
collection.”

1           **Section 3.**     The Rialto Municipal Code, at Section 1.10.030 (B)(C)(D)(E), entitled  
2 “Administrative citations,” shall be amended to read as follows, with the revised language displayed  
3 in redline format (additions underlined and deletions stricken out) and all other provisions of Section  
4 1.10.030 remaining unmodified and in full force and effect:

5                           “1.10.030 - Administrative citations.

6                           .....

7  
8           B.       An authorized enforcement officer may issue an administrative  
9 citation to a person to remedy any violation.

10           C.       A person to whom an administrative citation has been issued shall  
11 be liable for and shall pay to the city the fine or fines described in the  
12 citation, unless such person challenges the imposition of such fines and is  
relieved of such fine or fines pursuant to subsection D below.

13           D.       For any violation of the City’s adopted code that does not create or  
14 result in an immediate danger to health or safety, the person to whom an  
15 administrative citation has been issued shall be liable for and shall pay to  
16 the city the fine unless (i) such person corrects the violation or violations  
17 described in the citation within the period specified in the citation or (ii)  
18 such person challenges the imposition of such fine or fines as provided in  
19 Sections 1.10.050-1.10.080 and is relieved of the obligation to pay any  
20 such fine or fines. However, the payment of such a fine or fines shall not  
relieve any person from any violation for which such fine or fines have  
been imposed and paid. Any such person shall continue to be responsible  
for complying with the provisions of this code and correcting any and all  
violations.

21           E.       Each administrative citation shall contain the following  
22 information:

23                           .....

24           6.       The date(s) when the fine or fines will be imposed unless the  
25 violation or violations are corrected prior to the date(s) specified in the  
26 citation pursuant to Subsection 1.10.030(D).

27                           .....

1 10. The signature of the authorized enforcement officer who issued the  
2 citation.

3 . . . .

4 12. Any other information deemed necessary by the Department  
5 Director for enforcement or collection purposes.”

6 **Section 4.** The Rialto Municipal Code, at Section 1.10.040 (C), entitled “Administrative  
7 fines,” shall be amended to read as follows, with the revised language displayed in redline format  
8 (additions underlined and deletions stricken out) and all other provisions of Section 1.10.040  
9 remaining unmodified and in full force and effect:

10 “1.10.040 - Administrative fines.

11 . . . .

12  
13 C. The fine or fines imposed by the citation shall not become  
14 effective for fifteen (15) days following the date on which the citation is  
15 issued for the purpose of allowing the person or persons to whom the  
16 citation is issued to correct the violation or violations without incurring  
17 any liability to the city for the payment of such fine or fines. However, the  
18 Department Director may, in his or her sole discretion, extend said period  
19 for up to thirty (30) additional days provided that the person to whom a  
20 citation has been issued demonstrates that he or she has made substantial  
21 progress to correct the violation or violations, that he or she has been  
22 diligent in correcting said violation or violations and that he or she was  
23 unable to correct said violation or violations within the initial fifteen (15)  
24 day period from the issuance of the citation. The person to whom a  
25 citation has been issued must submit a written request, within five  
26 business days of the issuance of the citation, to the Department Director  
27 seeking an extension. The request shall contain a description of the  
28 corrections made, the corrections remaining to be made, the date when the  
violation or all of them shall be corrected, and the facts showing that  
correcting the violation or violations is not possible or practicable within  
said initial fifteen (15) day period. The Department Director shall respond  
in writing within five (5) business days of receipt of the request; and the  
decision of the Department Director shall be final. Unless the person to  
whom the citation is issued corrects all of the violations described in the  
citation within the fifteen (15) day period from the issuance of the citation  
or such other extended period as may have been granted, the fine or fines  
imposed by the citation shall become effective on the sixteenth (16<sup>th</sup>) day

1 following the issuance of the citation and said fine or fines shall continue  
2 to accrue on a daily basis from the date of the issuance of the citation until  
3 any said violation or failure to comply have been corrected to the  
4 satisfaction of the authorized enforcement officer.

5 1. The enforcement agency may specify a timeframe for imposing  
6 fines effective in less than 15 days under the following circumstances:

7 a. When it is determined by the Fire Chief or his/her designee, or the  
8 Building and Code Enforcement Manager that allowing the full 15 days to  
9 correct the violation poses a significant threat to the health and safety of  
10 the neighboring community, public, or occupants of a structure.

11 b. When the violation is not a continuing violation, and nothing  
12 remains to be corrected.

13 2. The fine or fines imposed pursuant to 1.10.040 (C)(1) shall be  
14 effective after the shortened time for correction provided under Subsection  
15 1.10.040, (C)(1)(a) above or immediately if imposed under Subsection  
16 1.10.040, (C)(1)(b) above.”

17 **Section 5.** The Rialto Municipal Code, at Section 1.10.050 (A)(D)(E)(F), entitled  
18 “Administrative hearing requests,” shall be amended to read as follows, with the revised language  
19 displayed in redline format (additions underlined and deletions stricken out) and all other provisions  
20 of Section 1.10.050 remaining unmodified and in full force and effect:

21 “1.10.050 - Administrative hearing requests.

22 A. Any person to whom a citation has been issued may contest the  
23 citation and the proposed fine or fines by filing a written request for an  
24 administrative hearing. To request a hearing, the citee shall sign and file  
25 the request form attached to the citation. The request form shall state the  
26 grounds for contesting the citation and/or the proposed fine or fines. A  
27 citee may contest the citation and the proposed fine or fines by denying  
28 that the citee owns, possesses, or controls the property where the violation  
exists, denying that the citee is responsible for the violation described in  
the citation, denying that a violation exists or existed, or proving that the  
violation was corrected within the period described in the citation or such  
further period granted by the Department Director. A citee may not raise  
any issue or defense at the hearing that was not included on the request  
form.

1 . . . .

2 D. In the event that the citee files a timely request for a hearing, the  
3 Department Director shall issue a notice of hearing to the citee, no later  
4 than five days after receiving the citee's request for a hearing, of the date,  
5 time, and place set for the hearing. The hearing shall be set on a date that  
6 is no less than ten (10) days and no more than twenty-one (21) days after  
7 the date of the notice. The notice of hearing also shall advise the citee that  
8 the citee may review those writings in the city's files pertaining to the  
9 basis for which the citation was issued and those that the Department  
10 Director intends to introduce at the administrative hearing. Upon payment  
11 of the city's actual reproduction costs, the citee may have copies thereof.

12 E. The failure of a citee to request an administrative hearing shall  
13 cause the amount of the fine or fines imposed by the citation to become  
14 due and payable on the sixteenth (16<sup>th</sup>) day following the date on which  
15 the citation was issued unless the citee remedies the violations or non-  
16 compliance listed on the citation within the time permitted under Section  
17 1.10.040(C) hereof. Such an obligation by a citee to the city shall  
18 constitute a payment order.

19 F. In the event the citee is given less than 15 days to correct a  
20 violation pursuant to Subsection 1.10.040 (C)(1), the citee may still  
21 request an administrative hearing. Should citee fail to request an  
22 administrative hearing, the citation shall be due and payable upon the end  
23 of the shortened time for compliance. For example, where the citee is  
24 given 5 days to correct a violation, the citation becomes payable and due  
25 on the sixth (6th) day. Where the violation cannot be corrected as in the  
26 circumstance outlined in Section 1.10.040 (C)(1)(b), the fine shall be due  
27 and payable immediately after the issuance of the citation. Such an  
28 obligation by a citee to the city shall constitute a payment order.”

21 **Section 6.** The Rialto Municipal Code, at Section 1.10.060 (D)(H), entitled “Conduct of  
22 administrative hearings,” shall be amended to read as follows, with the revised language displayed in  
23 redline format (additions underlined and deletions stricken out) and all other provisions of Section  
24 1.10.060 remaining unmodified and in full force and effect:

25 “1.10.060 - Conduct of administrative hearings.

26 . . . .

1 D. The citation, and other reports prepared by authorized enforcement  
2 officer(s), or at their request, concerning the violation or violations and  
3 any attempted correction shall be accepted by the hearing officer as prima  
4 facie evidence of the violation or violations.

5 . . . .

6 H. Where the citee is given less than 15 days to comply as permitted  
7 under Subsection 1.10.040(C)(1)(a) or the citation is due immediately as  
8 provided under Subsection 1.10.040(C)(1)(b), failure of the citee to appear  
9 at the hearing shall cause the amount of the fine or fines imposed by the  
10 citation to become due and payable immediately unless the hearing officer  
11 finds the citee who was issued a citation under Subsection 1.10.040  
12 (C)(1)(a) remedied the violations listed on the citation within the  
13 shortened time permitted under Subsection 1.10.040(C)(1)(a). Such an  
14 obligation by a citee to the city shall constitute a payment order.”

15 **Section 7.** The Rialto Municipal Code, at Section 1.10.070 (E)(F), entitled  
16 “Administrative hearing officer and decisions,” shall be amended to read as follows, with the revised  
17 language displayed in redline format (additions underlined and deletions stricken out) and all other  
18 provisions of Section 1.10.070 remaining unmodified and in full force and effect:

19 “1.10.070 - Administrative hearing officer and decisions.

20 . . . .

21 E. In the event any violation exists on the date of the administrative  
22 hearing, the hearing officer shall retain jurisdiction to determine the date  
23 when any violation is corrected and to establish the amount of the fine or  
24 fines payable by the citee to the city from the date of the hearing to the  
25 date when any violation is corrected. Thereafter, the citee may submit a  
26 declaration, under penalty of perjury, stating that a violation that the citee  
27 was ordered to correct has been corrected and the date on which the  
28 violation was corrected to the hearing officer with a copy to the  
Department Director. The Department Director also may submit a  
declaration, under penalty of perjury, to the hearing officer with a copy to  
the citee stating that a violation for which a fine was imposed has or has  
not been corrected and requesting the total amount of a fine for the  
violation. Both the citee and the Department Director or his/her designee  
shall appear at the hearing. At the hearing, the hearing officer shall  
determine whether and when the violation was corrected and fix the  
amount of any additional fine or fines payable by the citee to the city. The

1 hearing officer shall render a decision on such declarations no later than  
2 five days following the hearing. An order imposing any additional fine  
also shall constitute a payment order.

3 F. All decisions and orders of a hearing officer shall become final  
4 unless judicial review is sought by the citee or the city as provided in  
5 Section 1.10.080.”

6 **Section 8.** The Rialto Municipal Code, at Section 1.10.080 (A), entitled “Judicial review,”  
7 shall be amended to read as follows, with the revised language displayed in redline format (additions  
8 underlined and deletions stricken out) and all other provisions of Section 1.10.080 remaining  
9 unmodified and in full force and effect:

10 “1.10.080 - Judicial review.

11  
12 A. The citee or the city may seek judicial review of the decision of the  
13 hearing officer by filing an appeal with the Superior Court within twenty  
14 (20) calendar days after the citee or the city receives a copy of the decision  
15 in accordance with the provisions of California Government Code Section  
16 53069.4. No appeal shall be permitted from a decision based upon the  
17 failure of the citee or the city to appear at the administrative hearing or  
upon any other waiver of the administrative hearing by the citee or the  
city.”

18 **Section 9.** The Rialto Municipal Code, at Section 1.10.090 (C), entitled “Collection of  
19 fines,” shall be amended to read as follows, with the revised language displayed in redline format  
20 (additions underlined and deletions stricken out) and all other provisions of Section 1.10.090  
21 remaining unmodified and in full force and effect:

22 “1.10.090 - Collection of fines.

23 . . . .

24  
25 C. In addition to any other remedy available to the city, the  
26 Department Director may cause the fine or fines imposed by a payment  
27 order to be collected as an assessment lien on the property on which any  
28 violation or non-compliance occurred by requesting the city council to  
adopt an appropriate resolution to place the amount of said fine or fines on  
the San Bernardino County tax rolls for collection. The resolution of the  
city council shall conform to the county of San Bernardino

1 auditor/controller-recorder's policies and procedures for applying special  
2 assessments to the tax rolls. The following procedures shall be utilized to  
3 impose assessment liens:

4 2. Within ten (10) days from the date of service or mailing of said  
5 notice, the property owner may file a written appeal to the proposed  
6 assessment lien and pay any required fee to the code enforcement division  
7 head or waive the right to such an appeal. Whenever a property owner  
8 fails to file a timely appeal to a proposed assessment lien, the Department  
9 Director shall prepare a resolution that imposes an assessment lien on the  
10 owner's property and the city council shall adopt said resolution unless it  
11 determines that imposing an assessment lien on the property would be  
12 inappropriate.

13 3. The city administrator shall hear each appeal within fourteen (14)  
14 calendar days after the date on which the appeal was filed. Written notice  
15 of the hearing date shall be served on the owner, at least, seven days prior  
16 to the hearing on the appeal. At the hearing on the appeal, the city  
17 administrator shall consider the order of the hearing officer imposing the  
18 fine or fines on the citee, the computation of the amount of the proposed  
19 assessment lien, the evidence that the owner owns the property on which  
20 the assessment lien is sought to be imposed and the evidence that the  
21 violation or non-compliance supporting the order of the hearing officer  
22 occurred at or was related to the property on which the assessment lien is  
23 sought to be imposed. At the conclusion of the hearing, the city  
24 administrator shall determine whether or not to impose an assessment lien  
25 on the property of the owner in such amount that he or she deems to be fair  
26 and reasonable. The decision of the city administrator shall be final and not  
27 subject to judicial review unless the citee filed a timely appeal under Section  
28 1.20.080. Upon the determination of the city administrator to impose an  
assessment lien and the amount thereof, the Department Director shall  
prepare a resolution that imposes an assessment lien on the owner's property  
in said amount and the city council shall adopt said resolution unless it  
determines that imposing an assessment lien on the property would be  
inappropriate.”

24 **Section 10.** The City Clerk shall certify to the adoption of this Ordinance, and cause the  
25 same to be published in the local newspaper, and the same shall take effect thirty (30) days after its  
26 date of adoption:

27 PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

DEBORAH ROBERTSON, Mayor

ATTEST:

BARBARA McGEE, City Clerk

APPROVED AS TO FORM

FRED GALANTE, City Attorney

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1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Ordinance No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of  
6 the City of Rialto held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
8 \_\_\_\_\_, the foregoing Ordinance No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the Motion:

10 AYES:

11 NOES:

12 ABSENT:

13 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
14 Rialto, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

15  
16 \_\_\_\_\_  
17 Barbara A. McGee, City Clerk  
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28

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING SECTIONS 1.10.020, 1.10.30, 1.10.040, 1.10.050, 1.10.060, 1.10.070, 1.10.080, AND 1.10.090 OF THE RIALTO MUNICIPAL CODE, TO PROVIDE FOR PROCEDURES TO ADMINISTER ADMINISTRATIVE FINES WITH SHORTENED TIME FOR IMPOSING FINES.**

WHEREAS, Government Code section 53069.4 authorizes local agencies to adopt ordinances to create administrative procedures to govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties;

WHEREAS, the purpose of Government Code section 53069.4 is to allow for a more efficient enforcement of the local agencies' code without resorting to criminal or civil court;

WHEREAS, Government Code section 53069.4(2) requires "a reasonable time, as specified in the ordinance, for person responsible for a continuing violation to correct or otherwise remedy the violation prior to the imposition of administrative fines or penalties, when the violation pertains to building, plumbing, electrical, or other similar structural or zoning issues, that do not create an immediate danger to health or safety."

WHEREAS, in 2008 the City added Chapter 1.10- Administrative Fines as authorized by Government Code section 53069.4.

WHEREAS, Chapter 1.10 currently gives recipients of administrative citations 15 days to correct the violation or violations;

WHEREAS, City Council recognize not all violations of the municipal code require 15 days to correct the violation, as not all violations are continuing and/or the violation poses an immediate danger to health and safety;

WHEREAS, to provide for situations where the violation of the code is not a continuing violation or the violation is an immediate danger to health and safety, City Council desires to amend sections of Chapter 1.10 to allow for more flexibility in determining reasonable time to correct violations or give no time to correct violations because there is nothing to correct;

WHEREAS, the purpose of this chapter is to protect the public health, safety and welfare, in an efficient manner by providing an administrative fine process to enforce the Rialto Municipal Code. It

1 is within the city’s authority under its police power to implement and enforce the provisions of this  
2 chapter.

3 NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO FINDS AND  
4 ORDAINS AS FOLLOWS:

5 **Section 1.** The above recitals are all true and correct and are hereby adopted as findings.

6 **Section 2.** The Rialto Municipal Code, at Section 1.10.020, entitled “Definitions,” shall be  
7 amended to read as follows, with the revised language displayed in redline format (additions  
8 underlined and deletions stricken out) and all other provisions of Section 1.10.020 remaining  
9 unmodified and in full force and effect:

10 “1.10.020 - Definitions.

11 . . . .

12  
13 "Authorized enforcement officer" means an employee of the city  
14 appointed by the city administrator to obtain compliance with the code and  
15 to issue citations if necessary to gain compliance.

16  
17 "Department" means a specific division of the City’s administrative  
18 structure.

19 "Department Director" means the person appointed to have primary  
20 oversight of the City department that issues a citation and/or fine.

21  
22 “Fire Chief” means the Fire Chief of the City of Rialto as established in  
23 sec. 2.34.030 of this code.

24 "Payment order" means the proceedings under this chapter commencing  
25 with the issuance of a citation to a citee that culminates in establishing the  
26 amount of a fine or fines owed to the city by a citee pursuant to  
27 Subsections 1.10.050(E), 1.10.050(F), 1.10.060(G), 1.10.060(H),  
28 1.10.070(D) or 1.10.070(E). Said payment order also shall constitute a  
money judgment in favor of the city against the citee, which the city may  
file with the Superior Court and entitle the city to all judicial remedies for  
collection.”

1           **Section 3.**     The Rialto Municipal Code, at Section 1.10.030 (B)(C)(D)(E), entitled  
2 “Administrative citations,” shall be amended to read as follows, with the revised language displayed  
3 in redline format (additions underlined and deletions stricken out) and all other provisions of Section  
4 1.10.030 remaining unmodified and in full force and effect:

5                     “1.10.030 - Administrative citations.

6                     .....

7  
8           B.       An authorized enforcement officer may issue an administrative  
9 citation to a person to remedy any violation.

10           C.       A person to whom an administrative citation has been issued shall  
11 be liable for and shall pay to the city the fine or fines described in the  
12 citation, unless such person challenges the imposition of such fines and is  
relieved of such fine or fines pursuant to subsection D below.

13           D.       For any violation of the City’s adopted code that does not create or  
14 result in an immediate danger to health or safety, the person to whom an  
15 administrative citation has been issued shall be liable for and shall pay to  
16 the city the fine unless (i) such person corrects the violation or violations  
17 described in the citation within the period specified in the citation or (ii)  
18 such person challenges the imposition of such fine or fines as provided in  
19 Sections 1.10.050-1.10.080 and is relieved of the obligation to pay any  
20 such fine or fines. However, the payment of such a fine or fines shall not  
relieve any person from any violation for which such fine or fines have  
been imposed and paid. Any such person shall continue to be responsible  
for complying with the provisions of this code and correcting any and all  
violations.

21           E.       Each administrative citation shall contain the following  
22 information:

23                     .....

24           6.       The date(s) when the fine or fines will be imposed unless the  
25 violation or violations are corrected prior to the date(s) specified in the  
26 citation pursuant to Subsection 1.10.030(D).

27                     .....

1 10. The signature of the authorized enforcement officer who issued the  
2 citation.

3 . . . .

4 12. Any other information deemed necessary by the Department  
5 Director for enforcement or collection purposes.”

6 **Section 4.** The Rialto Municipal Code, at Section 1.10.040 (C), entitled “Administrative  
7 fines,” shall be amended to read as follows, with the revised language displayed in redline format  
8 (additions underlined and deletions stricken out) and all other provisions of Section 1.10.040  
9 remaining unmodified and in full force and effect:

10 “1.10.040 - Administrative fines.

11 . . . .

12  
13 C. The fine or fines imposed by the citation shall not become  
14 effective for fifteen (15) days following the date on which the citation is  
15 issued for the purpose of allowing the person or persons to whom the  
16 citation is issued to correct the violation or violations without incurring  
17 any liability to the city for the payment of such fine or fines. However, the  
18 Department Director may, in his or her sole discretion, extend said period  
19 for up to thirty (30) additional days provided that the person to whom a  
20 citation has been issued demonstrates that he or she has made substantial  
21 progress to correct the violation or violations, that he or she has been  
22 diligent in correcting said violation or violations and that he or she was  
23 unable to correct said violation or violations within the initial fifteen (15)  
24 day period from the issuance of the citation. The person to whom a  
25 citation has been issued must submit a written request, within five  
26 business days of the issuance of the citation, to the Department Director  
27 seeking an extension. The request shall contain a description of the  
28 corrections made, the corrections remaining to be made, the date when the  
violation or all of them shall be corrected, and the facts showing that  
correcting the violation or violations is not possible or practicable within  
said initial fifteen (15) day period. The Department Director shall respond  
in writing within five (5) business days of receipt of the request; and the  
decision of the Department Director shall be final. Unless the person to  
whom the citation is issued corrects all of the violations described in the  
citation within the fifteen (15) day period from the issuance of the citation  
or such other extended period as may have been granted, the fine or fines  
imposed by the citation shall become effective on the sixteenth (16<sup>th</sup>) day

1 following the issuance of the citation and said fine or fines shall continue  
2 to accrue on a daily basis from the date of the issuance of the citation until  
3 any said violation or failure to comply have been corrected to the  
4 satisfaction of the authorized enforcement officer.

5 1. The enforcement agency may specify a timeframe for imposing  
6 fines effective in less than 15 days under the following circumstances:

7 a. When it is determined by the Fire Chief or his/her designee, or the  
8 Building and Code Enforcement Manager that allowing the full 15 days to  
9 correct the violation poses a significant threat to the health and safety of  
10 the neighboring community, public, or occupants of a structure.

11 b. When the violation is not a continuing violation, and nothing  
12 remains to be corrected.

13 2. The fine or fines imposed pursuant to 1.10.040 (C)(1) shall be  
14 effective after the shortened time for correction provided under Subsection  
15 1.10.040, (C)(1)(a) above or immediately if imposed under Subsection  
16 1.10.040, (C)(1)(b) above.”

17 **Section 5.** The Rialto Municipal Code, at Section 1.10.050 (A)(D)(E)(F), entitled  
18 “Administrative hearing requests,” shall be amended to read as follows, with the revised language  
19 displayed in redline format (additions underlined and deletions stricken out) and all other provisions  
20 of Section 1.10.050 remaining unmodified and in full force and effect:

21 “1.10.050 - Administrative hearing requests.

22 A. Any person to whom a citation has been issued may contest the  
23 citation and the proposed fine or fines by filing a written request for an  
24 administrative hearing. To request a hearing, the citee shall sign and file  
25 the request form attached to the citation. The request form shall state the  
26 grounds for contesting the citation and/or the proposed fine or fines. A  
27 citee may contest the citation and the proposed fine or fines by denying  
28 that the citee owns, possesses, or controls the property where the violation  
exists, denying that the citee is responsible for the violation described in  
the citation, denying that a violation exists or existed, or proving that the  
violation was corrected within the period described in the citation or such  
further period granted by the Department Director. A citee may not raise  
any issue or defense at the hearing that was not included on the request  
form.

1 . . . .

2 D. In the event that the citee files a timely request for a hearing, the  
3 Department Director shall issue a notice of hearing to the citee, no later  
4 than five days after receiving the citee's request for a hearing, of the date,  
5 time, and place set for the hearing. The hearing shall be set on a date that  
6 is no less than ten (10) days and no more than twenty-one (21) days after  
7 the date of the notice. The notice of hearing also shall advise the citee that  
8 the citee may review those writings in the city's files pertaining to the  
9 basis for which the citation was issued and those that the Department  
10 Director intends to introduce at the administrative hearing. Upon payment  
11 of the city's actual reproduction costs, the citee may have copies thereof.

12 E. The failure of a citee to request an administrative hearing shall  
13 cause the amount of the fine or fines imposed by the citation to become  
14 due and payable on the sixteenth (16<sup>th</sup>) day following the date on which  
15 the citation was issued unless the citee remedies the violations or non-  
16 compliance listed on the citation within the time permitted under Section  
17 1.10.040(C) hereof. Such an obligation by a citee to the city shall  
18 constitute a payment order.

19 F. In the event the citee is given less than 15 days to correct a  
20 violation pursuant to Subsection 1.10.040 (C)(1), the citee may still  
21 request an administrative hearing. Should citee fail to request an  
22 administrative hearing, the citation shall be due and payable upon the end  
23 of the shortened time for compliance. For example, where the citee is  
24 given 5 days to correct a violation, the citation becomes payable and due  
25 on the sixth (6th) day. Where the violation cannot be corrected as in the  
26 circumstance outlined in Section 1.10.040 (C)(1)(b), the fine shall be due  
27 and payable immediately after the issuance of the citation. Such an  
28 obligation by a citee to the city shall constitute a payment order.”

**Section 6.** The Rialto Municipal Code, at Section 1.10.060 (D)(H), entitled “Conduct of  
administrative hearings,” shall be amended to read as follows, with the revised language displayed in  
redline format (additions underlined and deletions stricken out) and all other provisions of Section  
1.10.060 remaining unmodified and in full force and effect:

“1.10.060 - Conduct of administrative hearings.

. . . .

1 D. The citation, and other reports prepared by authorized enforcement  
2 officer(s), or at their request, concerning the violation or violations and  
3 any attempted correction shall be accepted by the hearing officer as prima  
4 facie evidence of the violation or violations.

5 . . . .

6 H. Where the citee is given less than 15 days to comply as permitted  
7 under Subsection 1.10.040(C)(1)(a) or the citation is due immediately as  
8 provided under Subsection 1.10.040(C)(1)(b), failure of the citee to appear  
9 at the hearing shall cause the amount of the fine or fines imposed by the  
10 citation to become due and payable immediately unless the hearing officer  
11 finds the citee who was issued a citation under Subsection 1.10.040  
12 (C)(1)(a) remedied the violations listed on the citation within the  
13 shortened time permitted under Subsection 1.10.040(C)(1)(a). Such an  
14 obligation by a citee to the city shall constitute a payment order.”

15 **Section 7.** The Rialto Municipal Code, at Section 1.10.070 (E)(F), entitled  
16 “Administrative hearing officer and decisions,” shall be amended to read as follows, with the revised  
17 language displayed in redline format (additions underlined and deletions stricken out) and all other  
18 provisions of Section 1.10.070 remaining unmodified and in full force and effect:

19 “1.10.070 - Administrative hearing officer and decisions.

20 . . . .

21 E. In the event any violation exists on the date of the administrative  
22 hearing, the hearing officer shall retain jurisdiction to determine the date  
23 when any violation is corrected and to establish the amount of the fine or  
24 fines payable by the citee to the city from the date of the hearing to the  
25 date when any violation is corrected. Thereafter, the citee may submit a  
26 declaration, under penalty of perjury, stating that a violation that the citee  
27 was ordered to correct has been corrected and the date on which the  
28 violation was corrected to the hearing officer with a copy to the  
Department Director. The Department Director also may submit a  
declaration, under penalty of perjury, to the hearing officer with a copy to  
the citee stating that a violation for which a fine was imposed has or has  
not been corrected and requesting the total amount of a fine for the  
violation. Both the citee and the Department Director or his/her designee  
shall appear at the hearing. At the hearing, the hearing officer shall  
determine whether and when the violation was corrected and fix the  
amount of any additional fine or fines payable by the citee to the city. The

1 hearing officer shall render a decision on such declarations no later than  
2 five days following the hearing. An order imposing any additional fine  
also shall constitute a payment order.

3 F. All decisions and orders of a hearing officer shall become final  
4 unless judicial review is sought by the citee or the city as provided in  
5 Section 1.10.080.”

6 **Section 8.** The Rialto Municipal Code, at Section 1.10.080 (A), entitled “Judicial review,”  
7 shall be amended to read as follows, with the revised language displayed in redline format (additions  
8 underlined and deletions stricken out) and all other provisions of Section 1.10.080 remaining  
9 unmodified and in full force and effect:

10 “1.10.080 - Judicial review.

11  
12 A. The citee or the city may seek judicial review of the decision of the  
13 hearing officer by filing an appeal with the Superior Court within twenty  
14 (20) calendar days after the citee or the city receives a copy of the decision  
15 in accordance with the provisions of California Government Code Section  
16 53069.4. No appeal shall be permitted from a decision based upon the  
17 failure of the citee or the city to appear at the administrative hearing or  
upon any other waiver of the administrative hearing by the citee or the  
city.”

18 **Section 9.** The Rialto Municipal Code, at Section 1.10.090 (C), entitled “Collection of  
19 fines,” shall be amended to read as follows, with the revised language displayed in redline format  
20 (additions underlined and deletions stricken out) and all other provisions of Section 1.10.090  
21 remaining unmodified and in full force and effect:

22 “1.10.090 - Collection of fines.

23 . . . .

24  
25 C. In addition to any other remedy available to the city, the  
26 Department Director may cause the fine or fines imposed by a payment  
27 order to be collected as an assessment lien on the property on which any  
28 violation or non-compliance occurred by requesting the city council to  
adopt an appropriate resolution to place the amount of said fine or fines on  
the San Bernardino County tax rolls for collection. The resolution of the  
city council shall conform to the county of San Bernardino

1 auditor/controller-recorder's policies and procedures for applying special  
2 assessments to the tax rolls. The following procedures shall be utilized to  
3 impose assessment liens:

4 2. Within ten (10) days from the date of service or mailing of said  
5 notice, the property owner may file a written appeal to the proposed  
6 assessment lien and pay any required fee to the code enforcement division  
7 head or waive the right to such an appeal. Whenever a property owner  
8 fails to file a timely appeal to a proposed assessment lien, the Department  
9 Director shall prepare a resolution that imposes an assessment lien on the  
10 owner's property and the city council shall adopt said resolution unless it  
11 determines that imposing an assessment lien on the property would be  
12 inappropriate.

13 3. The city administrator shall hear each appeal within fourteen (14)  
14 calendar days after the date on which the appeal was filed. Written notice  
15 of the hearing date shall be served on the owner, at least, seven days prior  
16 to the hearing on the appeal. At the hearing on the appeal, the city  
17 administrator shall consider the order of the hearing officer imposing the  
18 fine or fines on the citee, the computation of the amount of the proposed  
19 assessment lien, the evidence that the owner owns the property on which  
20 the assessment lien is sought to be imposed and the evidence that the  
21 violation or non-compliance supporting the order of the hearing officer  
22 occurred at or was related to the property on which the assessment lien is  
23 sought to be imposed. At the conclusion of the hearing, the city  
24 administrator shall determine whether or not to impose an assessment lien  
25 on the property of the owner in such amount that he or she deems to be fair  
26 and reasonable. The decision of the city administrator shall be final and not  
27 subject to judicial review unless the citee filed a timely appeal under Section  
28 1.20.080. Upon the determination of the city administrator to impose an  
assessment lien and the amount thereof, the Department Director shall  
prepare a resolution that imposes an assessment lien on the owner's property  
in said amount and the city council shall adopt said resolution unless it  
determines that imposing an assessment lien on the property would be  
inappropriate.”

24 **Section 10.** The City Clerk shall certify to the adoption of this Ordinance, and cause the  
25 same to be published in the local newspaper, and the same shall take effect thirty (30) days after its  
26 date of adoption:

27 PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

DEBORAH ROBERTSON, Mayor

ATTEST:

BARBARA McGEE, City Clerk

APPROVED AS TO FORM

FRED GALANTE, City Attorney

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1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Ordinance No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of  
6 the City of Rialto held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
8 \_\_\_\_\_, the foregoing Ordinance No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the Motion:

10 AYES:

11 NOES:

12 ABSENT:

13 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
14 Rialto, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

15  
16 \_\_\_\_\_  
17 Barbara A. McGee, City Clerk  
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Legislation Details (With Text)

File #: 16-730      Version: 1      Name: D.2  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 10/18/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Set a Public Hearing for November 22, 2016, to initiate the filing process with the San Bernardino County Local Agency Formation Commission (LAFCO) to Annex five County Islands from the Rialto sphere of influence in Unincorporated San Bernardino County to the City of Rialto (Annexation No. 171).  
 Sponsors: Development Services Department, Gina Gibson  
 Indexes:  
 Code sections:  
 Attachments: [Five North Rialto Islands](#)  
[4-11-2016 DRAFT Rialto Islands Plan for Service and Fiscal Analysis \(2\)](#)  
[Reso 3222](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Set a Public Hearing for November 22, 2016, to initiate the filing process with the San Bernardino County Local Agency Formation Commission (LAFCO) to Annex five County Islands from the Rialto sphere of influence in Unincorporated San Bernardino County to the City of Rialto (Annexation No. 171).

**BACKGROUND:**

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 governs annexations (Section 56000 et seq. of the Government Code). There are nine (9) county islands in the City:

Area	No. of Parcels
1	120
2	94
3	271
4	129
5	2
6	36
7	4
8	1
9	30
Total:	687

When the LAFCO Commission approved the Lytle Creek Annexation (Annexation No. 170/ LAFCO 320) they conditioned the City to annex five (Exhibit 'A') of the nine unincorporated county islands on or before May 18, 2017 (LAFCO Resolution No. 3229).

**ANALYSIS:**

***Resolution of Application by City***

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, codified as Government Code Sections 56000 et seq., governs annexation of unincorporated areas to a city. Government Code Section 56654 requires that the City Council of Rialto to adopt a resolution to initiate the application process for the Annexation Area. The City must then submit a resolution of application to the San Bernardino Local Agency Formation Commission (LAFCO) along with a plan for services.

***Pre-Zoning***

LAFCO requires that the City pre-zone all proposed annexation areas prior to filing. Section 18.02.080 of the Rialto Municipal Code states that newly annexed areas are automatically placed in the "R-1 A" single-family zone, and shall remain in that zone until the land use zoning map for the area has been adopted by the Planning Commission and City Council. The Planning Division will prepare a zone change application to pre-zone the island areas as Single Family Residential R-1A in accordance with the Code. The zoning designation will become effective upon filing of the Certificate of Completion by LAFCO.

***Action Plan***

The Planning Division developed a 10-point action plan to facilitate the annexation process:

Task		Responsibility	Tentative Timeframe
1	Land Survey to identify parcels and property owners with photographs	Planning Division	November - December 2016
2	Update Plan for Services including Infrastructure Needs Assessment & Fiscal Impact Analysis	Consultant	January 2017
3	Present Survey, Infrastructure and Plan for Services to Economic Development Committee, Commissions and City Council	Planning Division	
4	Identify Annexation Task Force members	Economic Development Committee/Planning Division	February 2017
5	Prepare social media information for distribution and web access including an "Annexation Myths" fact sheet	Planning Division	
6	Host a series of public information meetings throughout the community	Planning Division/ Task Force	March 2017
7	Prepare LAFCO annexation application and California Environmental Quality Act document	Planning Division	March 2017
8	Schedule Pre-Annexation application for review by the EDC and Planning Commission	Planning Division	March 2017
9	Schedule Pre-Annexation application for review by the City Council	Planning Division	April 2017

Task		Responsibility	Tentative Timeframe
10	File annexation application with LAFCO	Planning Division	May 2017

The target date for submission to LAFCO is May of 2017.

**Community Outreach**

Item number 6 of the action plan tasks the City with a series of community meetings to inform stakeholders about the annexation process, introduce the annexation task force and answer any questions from stakeholders and the general public.

### *Task Force*

A task force consisting of one team member from the following Divisions and Departments is needed to facilitate the annexation process:

- Rialto Police Department
- Rialto Fire Department
- Development Services - Planning
- Development Services - Building
- Development Services - Code Enforcement
- Administrative and Community Services - Finance
- Administrative and Community Services - IT
- Public Works

Task force team members will be responsible for responding to inquires during the annexation process and implementation for the respective fields of expertise when the boundaries are modified.

### ENVIRONMENTAL IMPACT:

Filing an annexation application is not a “Project” as defined by CEQA and is therefore not subject to further environmental review. Pursuant to Section 15378 of the CEQA Guidelines, a “project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A project does not include administrative activities of governments that will not result in direct or indirect physical changes in the environment.

### GENERAL PLAN CONSISTENCY:

The General Plan covers the entire City of Rialto and its sphere of influence.

The sphere of influence is an unincorporated area within the jurisdiction of the County of San Bernardino that may have a bearing on planning activities in Rialto. The islands are located in the sphere of influence areas. This request is consistent with the following goals and polices of the Rialto General Plan:

- Goal 2-6: Encourage the annexation of San Bernardino County unincorporated areas into Rialto.
  - Policy 2-6.1: Work with the County of San Bernardino to require that the City of Rialto’s building and zoning regulations be applied to new development within unincorporated County islands and other areas within Rialto’s Sphere of Influence.
- Goal 2-7: Encourage all annexations that will provide a positive benefit to the City.
  - Policy 2-7.1: Require an approved specific plan for all new large unincorporated areas of vacant land prior to annexation into Rialto.
  - Policy 2-7.2: Require a fiscal impact statement for any new large planned development to ensure that Rialto receives financial benefit from annexation.

- Policy 2-7.3: Require sufficient impact fees on new planned development to assure timely construction of public facilities and provision of expanded City services.
- Policy 2-7.4: Require that land be set aside for community parks and other public facilities as appropriate for any large planned development.

LEGAL REVIEW:

The City Attorney reviewed and approved the Plan for Services and the agenda report.

FINANCIAL IMPACT:

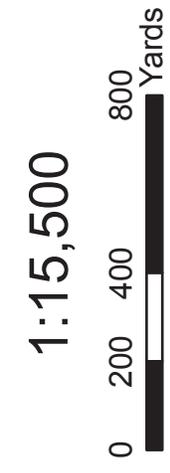
Annexation of Sphere of Influence Areas into Rialto poses the following issues:

1. Operating Budget Impacts. The islands produce an annual operating deficit to the City of Rialto of \$518,000 to \$798,000, depending upon the status of the utility tax.
2. Neighborhood Infrastructure Deficiencies. The Public Works Department estimated the cost of upgrading localized infrastructure to current Rialto standards at \$8.1 million (current \$). The City's Development Agreement with Lytle Creek contributes \$630/unit toward these deficiencies for a total contribution of \$3,943,800 (non-discounted) at project build out. There remains a significant gap between needed infrastructure and available funding.
3. The North Rialto Islands will result in major operating budget Impacts. The islands produce an *annual operating deficit to the City of Rialto of \$518,000 with the utility tax and \$798,000 without the utility tax*. A significant portion of the operating deficit relates to fire service and the County CAO has proposed mitigation that is still in discussion.
4. Neighborhood Infrastructure Deficiencies. Constituents in newly annexed areas expect infrastructure and service level improvements as a benefit of annexation. The Rialto Public Works Department estimated the *cost of upgrading localized infrastructure to current Rialto standards at \$8.1 million*. Rialto anticipated a cost to correct the deficiency by including a developer contribution of \$630/unit in the Development Agreement. However, the \$3,943,800 (2.8 million in present value dollars) at project build out will leave a significant gap between needed infrastructure and available funding.
5. Immediate decrease in service levels threatening the public convenience, health and general welfare of Rialto citizens. The need for capital facilities is based upon a per capita standard. Adding the population from the islands will not only increase the scale of required facilities, it will create an immediate and irreparable deficiency for the following capital facilities including but not limited to: fire, police, and parks. *Off-site requirements total \$11.2 million based on our current development impact fees and the existing unit count within the island areas*.

The annexation request will include the CEMEX cement property, which may have a positive contribution toward the annexation burdens.

RECOMMENDATION:

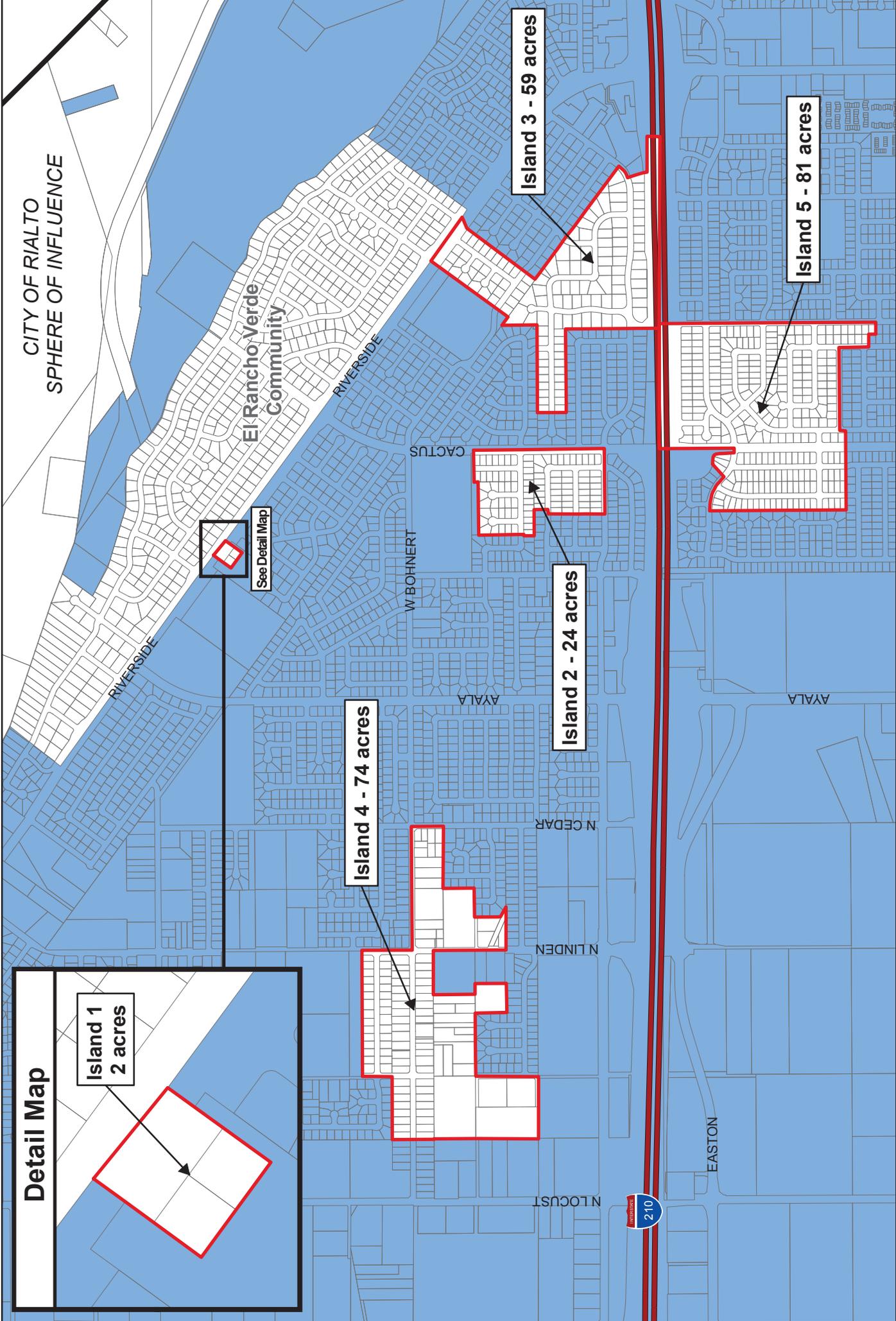
Staff recommends that the City Council Set the Public Hearing for November 22, 2016.



**Legend**

- City of Rialto
- Island Areas

# Five North Rialto Islands



**Detail Map**

**DRAFT**

# North Rialto Islands Annexation Plan for Service and Fiscal Impact Analysis City of Rialto

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Prepared for:

City of Rialto  
150 South Palm Avenue  
Rialto, CA 92376  
Attn: Robb Steel, Assistant City Administrator/Development Services Director  
909.820.8008

April 11, 2016

SRHA Job #1305

## CERTIFICATION

The City of Rialto hereby certifies that this document presents the data and information required for the Plan for Service and Fiscal Impact Analysis for the *North Rialto Islands Annexation* to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE \_\_\_\_\_

\_\_\_\_\_

### SIGNATURE OF APPLICANT

Mike Story, City Administrator  
City of Rialto, California

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## EXECUTIVE SUMMARY

This report provides an assessment by Stanley R. Hoffman Associates (SRHA) of public service delivery capabilities of the City of Rialto and other agencies or special districts affected by annexation of five North Rialto Islands into the City of Rialto. The North Rialto Islands are located within the City's sphere of influence in unincorporated San Bernardino County, as shown in Figure 1. Appendix A includes detailed maps of each Island area.

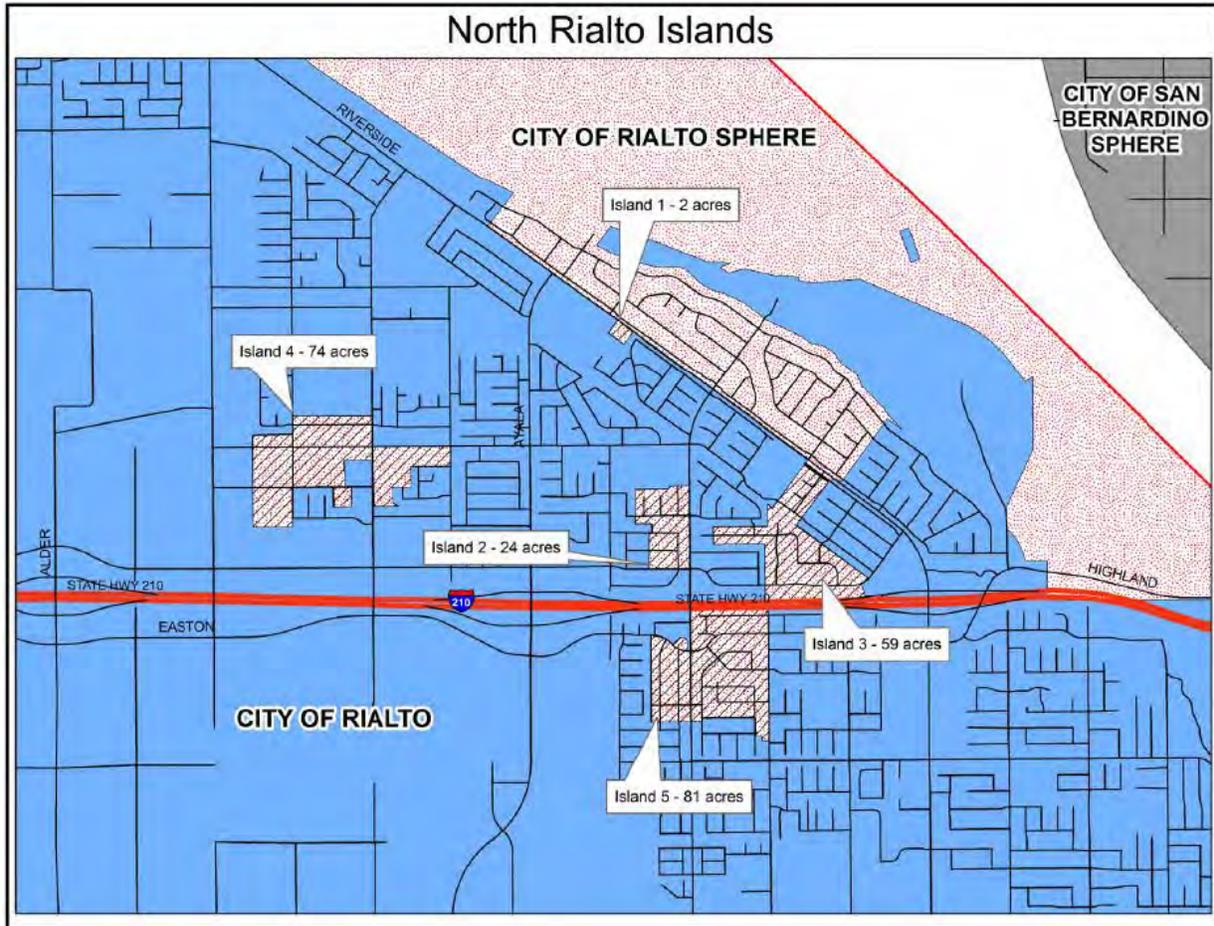
This report is being submitted to the County of San Bernardino Local Agency Formation Commission (LAFCO) as a "Plan for Service" required by California Government Code Section 56653. Currently, the City of Rialto provides fire protection services to the island annexation areas through a mutual aid agreement where the County provides fire protection services to the southern part of Rialto to offset the City services provided to the unincorporated island areas. Upon annexation of the island areas, the City will provide fire protection to the annexation islands and the mutual aid agreement for fire protection with the County will no longer be applicable, and the City may incur additional costs for reimbursement of County fire protection services in the southern part of Rialto. The County of San Bernardino provides many other services to the unincorporated areas, including general government, development services, sheriff patrol, public library, regional parks and recreation, street lighting, transportation, flood control and drainage, and countywide services, such as law and justice, and health and welfare.

After annexation, the City of Rialto would provide many of these services including general government, community development, fire and paramedic services, police protection, local parks and recreation, community services and public works services to the annexed area. The County of San Bernardino will continue to provide Countywide services such as regional parks and recreation, regional flood control and drainage, law and justice, and health and welfare.

### Background

County of San Bernardino Local Agency Formation Commission (LAFCO) prepared a fiscal analysis of existing development in the North Rialto Islands Annexation. The LAFCO document is entitled *Agenda Item #7 – Presentation Required Pursuant to Section IV – Application Processing, Policy 11 – Island Annexation Pursuant to Government Code Section 56375.3 – Proposed Annexation to the City of Rialto and West Valley Water District of the Lytle Creek Ranch Specific Plan Anticipating the Development of more than 500 Units, December 8, 2015.*

**Figure 1**  
**Location of Annexation Islands**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**



Sources: Stanley R. Hoffman Associates, Inc.  
 Local Agency Formation Commission for San Bernardino County, *Agenda Item #7--  
 Presentation Required Pursuant to Section IV - Application Processing, Policy 11 –  
 Island Annexation Pursuant to Government Code Section 56375.3*, December 8, 2015

The LAFCO fiscal analysis for the North Rialto Islands Annexation provides the estimated existing households, population and assessed value for each Island area. LAFCO’s fiscal impacts are projected based on the development assumptions presented in their fiscal report and the fiscal assumptions used in the October 9, 2014 Lytle Creek fiscal analysis prepared by Stanley R. Hoffman Associates (SRHA).

## Development Summary

Total households are estimated at 553 and existing population is estimated at 2,250 for the five North Rialto Islands, based on information provided by LAFCO and summarized in Table 1. The LAFCO fiscal analysis does not include estimated future growth for the island areas. Based on review of the County parcel file, the City designated density for the island areas and the average vacancy rate for the surrounding areas, future residential development is estimated at 97 households, resulting in estimated households of 650 after buildout of the five island areas. Based on the current average persons per household for the total island areas of 4.07 from the LAFCO analysis, population for the estimated incremental units is estimated at 395, resulting in an estimated buildout population of 2,645 for the total five North Rialto Islands.

**Table 1**  
**Development Description**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant Dollars)

Category	North Rialto Islands Annexation Areas		
	Existing Development	Future Growth	Buildout
Estimated Units	595	104	699
Estimated Households (at 7% Vacancy Rate)	553	97	650
Estimated Population	2,250	395	2,645
<i>Average Persons per Household</i>	<i>4.07</i>	<i>4.07</i>	<i>4.07</i>
Estimated Retail/Commercial Site Total Square Feet	37,350	0	37,350
Estimated Building Square Feet (at .20 FAR)	7,470	0	7,470
Estimated Employment	10	0	10
Estimated Assessed Valuation <sup>1</sup>	\$93,374,249	\$37,024,000	\$130,398,249
<i>Average Value per Unit</i>	<i>\$156,932</i>	<i>\$356,000</i>	<i>\$186,550</i>

Note: 1. Estimated assessed valuation for existing development excludes exemptions as listed on the County APN file. The average value per unit for future development is estimated based on the average value per unit for the proposed units in the Lytle Creek annexation area.

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
City of Rialto, Assistant City Administrator/Development Services Director

A review of the County parcel file shows an estimated 37,350 square feet of retail/commercial uses. Assuming a floor area ratio of 0.20, building space is estimated at 7,470 square feet and 10 jobs are estimated in the North Rialto Islands Annexation.

Estimated assessed valuation for the existing development is about \$93.4 million, excluding homeowner and other exemptions. Based on the average value per unit of \$356,000 used for the Lytle Creek annexation fiscal analysis, valuation for the estimated new 104 housing units is estimated at about \$37.0 million. When combined with existing valuation, valuation at buildout of the five annexation islands is estimated at about \$130.4 million.

### **Projected Fiscal Impacts of North Rialto Islands Annexation**

SRHA projects fiscal impacts to the City for the existing development in the five North Rialto Island areas upon annexation; as well as the projected fiscal impacts for the estimated future development in the island areas. In addition to projecting the fiscal impacts to the City for the existing and future development in the five North Rialto Island areas, the recurring fiscal impacts to the City include projected impacts with and without the current City utility users tax (UUT). Rialto voters approved a five year extension of the UUT on March 2013. The UUT is approved through June 2018. Because the UUT will need voter approval to be extended before buildout of the North Rialto Islands occurs, the fiscal analysis projects impacts to the Rialto General Fund both with and without the UUT.

Based on an analysis of current service delivery capabilities to the five North Rialto Islands annexation areas, the projected revenues to the City from these areas are not sufficient to meet additional service demands from the annexation areas. The projected fiscal impacts are summarized in Table 2, and the detailed fiscal analysis of the existing development and future growth is included in Chapter 5.

**With Utility Users Tax.** As shown in Panel A of Table 2, a recurring annual deficit \$519,092 is projected for the existing development with the utility users tax (UUT). After buildout of the estimated future development, a recurring deficit of \$513,374 is projected.

**No Utility Users Tax.** As shown in Panel B of Table 2, after buildout without the UUT, an annual recurring deficit of \$792,826 is projected based on a projected deficit of \$756,920 for existing development and a projected deficit of \$35,906 for future growth in the island areas.

**Table 2**  
**Summary of Projected Fiscal Impacts**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant Dollars)

Category	North Rialto Islands Annexation Areas		
	Existing Development	Future Growth	Buildout
<b>A. With Utility Users Tax</b>			
Annual Recurring Revenues	\$727,136	\$223,831	\$950,967
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$218,113</u>	<u>\$1,464,341</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$519,092)</b>	<b>\$5,718</b>	<b>(\$513,374)</b>
Revenue/Cost Ratio	0.58	1.03	0.65
<b>B. No Utility Users Tax</b>			
Annual Recurring Revenues	\$489,308	\$182,207	\$671,515
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$218,113</u>	<u>\$1,464,341</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$756,920)</b>	<b>(\$35,906)</b>	<b>(\$792,826)</b>
Revenue/Cost Ratio	0.39	0.84	0.46

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
City of Rialto, Assistant City Administrator/Development Services Director

### Comparison of Projected Fiscal Impacts Upon Annexation: SRHA and LAFCO

Table 3 presents a comparison of the SRHA projected fiscal impacts and the LAFCO fiscal analysis of the North Rialto Islands Annexation in December 2015. The SRHA fiscal analysis is based on the existing residential assumptions and fiscal assumptions used in the LAFCO analysis. The SRHA total assessed valuation assumptions are from the LAFCO fiscal analysis minus homeowner and other exemptions as contained in the County parcel file. The LAFCO fiscal analysis assumes a utility users tax (UUT) and does not project impacts without UUT.

As shown in Table 3, for existing development upon annexation with UUT, SRHA projects a deficit of \$519,092 and LAFCO projects a recurring surplus of \$139,263. The differences in projected revenues and costs are summarized in Table 3. Chapter 5 presents the detailed differences in projected amounts of revenues and costs.

**Table 3**  
**Summary of Projected Fiscal Impacts Upon Annexation: SRHA and LAFCO**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant Dollars)

Category	Existing Development Upon Annexation		
	With Utility Users Tax		
	SRHA	LAFCO <sup>1</sup>	SRHA minus LAFCO
Annual Recurring Revenues	\$727,136	\$911,375	(\$184,239)
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$772,112</u>	<u>\$474,116</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$519,092)</b>	<b>\$139,263</b>	<b>(\$658,355)</b>
Revenue/Cost Ratio	0.58	1.18	(0.39)

Note: 1. The projected impacts for the LAFCO analysis are from the LAFCO report cited below. The LAFCO analysis does not include impacts without utility users tax (UUT).

Sources: Stanley R. Hoffman Associates, Inc.

Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 --  
Presentation Required Pursuant to Section IV - Application Processing, Policy 11 -  
Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015

**Projected Revenues.** SRHA projects \$184,239 fewer revenues than the LAFCO analysis. The most significant differences in projected revenues include:

- Property Tax. SRHA projects less property tax than LAFCO because homeowner and other exemptions are not included in the SRHA estimated assessed valuation.
- On-Site Sales and Use Tax. SRHA estimates sales and use tax for the existing retail uses in the annexation area. The LAFCO analysis does not include this revenue.
- In Lieu Property Tax (Sales and Use Tax). SRHA does not project this revenue because the State will discontinue this shift from sales and use tax to property tax in 2016. LAFCO projects this revenue.
- In Lieu Property Tax (Vehicle License Fee). While the LAFCO analysis includes this revenue, SRHA does not project this revenue pursuant to current legislation that states that upon annexation, the current valuation of the annexing area is not considered for calculating property tax in lieu of VLF to the City. Only increases in gross assessed valuation after annexation generate property tax in lieu of VLF to the City.

**Projected Costs.** SRHA projects \$474,116 more costs than the LAFCO analysis. The most significant differences in projected costs include:

- Fire Protection. The LAFCO fiscal analysis excludes fire protection costs because the City of Rialto provides fire protection services to the island annexation areas through a

- mutual aid agreement where the County provides fire protection services to the southern part of Rialto to offset the City services provided to the unincorporated island areas. Based on discussion with City staff, upon annexation of the island areas, the City will continue to provide fire protection to the annexation islands and the mutual aid agreement for fire protection with the County will no longer be applicable and the City may incur additional costs for reimbursement of County fire protection services in the southern part of Rialto.
- General Government. SRHA projects general government overhead costs. However, these costs are not projected in the LAFCO analysis.
- 5% Contingency/Reserves. Because SRHA projects higher costs than the LAFCO analysis, the SRHA 5 percent estimated contingency costs are higher.

### **North Rialto Islands Plus Lytle Creek Specific Plan**

**Annexation Areas - Existing Development.** As shown in Table 4, a recurring deficit of \$519,092 is projected upon annexation of the five North Rialto Islands with utility users tax (UUT). When combined with the projected surplus of \$20,929 for the annexation area in the Lytle Creek project – prior to any development, a recurring deficit of \$498,163 is projected upon annexation with UUT. Without UUT, a recurring deficit of about \$751,846 is projected for existing development within the islands annexation area combined with the Lytle Creek annexation area prior to development.

**Annexation Areas - Buildout.** As also shown in Table 4, a recurring deficit of \$513,374 is projected after buildout of the five island annexations with UUT. When combined with the projected surplus of \$514,521 for the annexation area of the Lytle Creek project with UUT, the projected surplus after buildout of the combined annexations areas with UUT is roughly breakeven at \$1,147. A recurring deficit of about \$1.3 million is projected after buildout of both annexation areas without UUT.

**Total Buildout.** As shown in Table 5, when the projected recurring deficit of \$513,714 for the five island annexations is combined with the projected recurring surplus of about \$2.4 million for the total Lytle Creek project after buildout, a recurring surplus of about \$1.9 million is projected with UUT. Without the UUT, a recurring deficit of \$423,092 is projected when the projected deficit of \$792,826 for the five island annexation areas are combined with the total Lytle Creek project surplus of \$369,734 after buildout without UUT.

It should be noted that the two scenarios where the combined fiscal impacts of the island annexation areas and the Lytle Creek area is either breakeven or positive, include the assumption of the existing utility users tax (UUT) being in place. Also, it will take a number of years of development within Lytle Creek – particularly the commercial development – for these positive fiscal conditions to be realized. In the meantime, the City will be experiencing a sizable negative fiscal impact from the island annexation areas from existing development under any of the scenarios, with or without the UUT.

**Table 4**  
**North Rialto Islands Annexation and Lytle Creek Annexation Area,**  
**Summary of Projected Recurring Fiscal Impacts: Annexation Areas Only**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Annexation Areas Only					
	Existing Development			Buildout of Areas		
	Five Islands Annexation Areas	Lytle Creek Annexation Area Only	Total Annexation Areas	Five Islands Annexation Areas	Lytle Creek Annexation Area Only	Total Annexation Areas
<b>A. With Utility User Tax</b>						
Annual Recurring Revenues	\$727,136	\$20,929	\$748,065	\$950,967	\$6,689,174	\$7,640,141
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$0</u>	<u>\$1,246,228</u>	<u>\$1,464,341</u>	<u>\$6,174,653</u>	<u>\$7,638,994</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$519,092)</b>	<b>\$20,929</b>	<b>(\$498,163)</b>	<b>(\$513,374)</b>	<b>\$514,521</b>	<b>\$1,147</b>
Revenue/Cost Ratio	0.58	n/a	0.48	0.65	1.08	1.00
<b>B. No Utility User Tax</b>						
Annual Recurring Revenues	\$489,308	\$5,074	\$494,382	\$671,515	\$5,683,405	\$6,354,920
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$0</u>	<u>\$1,246,228</u>	<u>\$1,464,341</u>	<u>\$6,174,655</u>	<u>\$7,638,996</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$756,920)</b>	<b>\$5,074</b>	<b>(\$751,846)</b>	<b>(\$792,826)</b>	<b>(\$491,250)</b>	<b>(\$1,284,076)</b>
Revenue/Cost Ratio	0.39	n/a	0.40	0.46	0.92	0.83

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Assistant City Administrator/Development Services Director  
LAFCO Fiscal Analysis, December 8, 2015

**Table 5**  
**North Rialto Islands and Total Lytle Creek Project**  
**Summary of Projected Recurring Fiscal Impacts: Total Buildout**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Buildout of Five Islands and Total Lytle Creek Project		
	Five Islands Annexation Areas	Lytle Creek Total Project	Total Annexation Areas
<b>A. With Utility User Tax</b>			
Annual Recurring Revenues	\$950,967	\$13,735,912	\$14,686,879
Annual Recurring Costs	<u>\$1,464,341</u>	<u>\$11,368,214</u>	<u>\$12,832,555</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$513,374)</b>	<b>\$2,367,698</b>	<b>\$1,854,324</b>
Revenue/Cost Ratio	0.54	1.21	1.12
<b>B. No Utility User Tax</b>			
Annual Recurring Revenues	\$671,515	\$11,737,949	\$12,409,464
Annual Recurring Costs	<u>\$1,464,341</u>	<u>\$11,368,215</u>	<u>\$12,832,556</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$792,826)</b>	<b>\$369,734</b>	<b>(\$423,092)</b>
Revenue/Cost Ratio	0.38	1.03	0.95

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Assistant City Administrator/Development Services Director  
LAFCO Fiscal Analysis, December 8, 2015

# CHAPTER 1 INTRODUCTION

This report provides an assessment by Stanley R. Hoffman Associates (SRHA) of public service delivery capabilities of the City of Rialto and other agencies or special districts affected by the annexation of five North Rialto Islands into the City of Rialto. The North Rialto Islands are located within the City's sphere of influence in unincorporated San Bernardino County. Appendix A includes detailed maps of each Island area.

## 1.1 Background

Regionally, the City of Rialto is located approximately 60 miles east of downtown Los Angeles and 103 miles north of San Diego, in the western portion of the San Bernardino Valley. The primary regional transportation linkages include the Foothill Freeway (State Route 210), which traverses through the central portion of the City in an east-west direction, and the Ontario Freeway (Interstate 15), which borders the City to the north, providing regional access to the project area. Secondary regional transportation access is provided by the Interstate 215 Freeway to the northeast. From the I-15, direct access to the project site is provided by Sierra and Riverside Avenues. Riverside Avenue runs along the southwestern boundary of the site. Access to the site from State Route 210 is available via an interchange at Riverside Avenue.

## 1.2 Purpose of the Study

The County of San Bernardino Local Agency Formation Commission (LAFCO) prepared a fiscal analysis of the existing development in the North Rialto Islands Annexation in December 2015. The LAFCO document is entitled *Agenda Item #7 – Presentation Required Pursuant to Section IV – Application Processing, Policy 11 – Island Annexation Pursuant to Government Code Section 56375.3 – Proposed Annexation to the City of Rialto and West Valley Water District of the Lytle Creek Ranch Specific Plan Anticipating the Development of more than 500 Units, December 8, 2015.*

The projected fiscal impacts in the LAFCO analysis are compared with the projected impacts in this analysis. The major differences in projected revenues and costs are discussed.

## 1.3 Organization of the Report

Chapter 2 contains the description of the North Rialto Islands Annexation areas. The analysis of existing public service delivery in the Annexation area and upon annexation into the City is presented in Chapter 3. Chapter 4 discusses the development impact fees and charges for

infrastructure associated with the proposed project, as well as the estimated cost for road infrastructure improvements. The fiscal impact analysis of the annual operations and maintenance costs for the provision of services to the Annexation area is provided in Chapter 5, and compared with the LAFCO fiscal analysis. Chapter 6 covers the revenue and cost assumptions used for the fiscal analysis.

Appendix A includes the North Rialto Island maps and the existing development descriptions for each of the islands. Appendix B includes the fiscal impact analysis for the existing development in each of the islands. Supporting tables for the fiscal assumptions appear in Appendix C, and Appendix D lists the project contacts and references used in the preparation of this study.

## CHAPTER 2 PROJECT DESCRIPTION

This chapter presents the development description for the North Rialto Islands Annexation fiscal analysis.

### **2.1 Development Description**

A summary of the existing development and estimated future growth is presented in Table 2-1 and Table 2-2 includes a detailed description of the North Rialto Island Annexation.

#### **Existing Development**

A total of 595 residential units area estimated based on the current County parcel file for the five islands. Total households are estimated at 553 and total existing population is estimated at 2,250 for the five North Rialto Islands, based on information provided by LAFCO.

A review of the County parcel file shows an estimated 37,350 square feet of retail/commercial uses. Assuming a floor area ratio of 0.20, building space is estimated at 7,470 square feet and 10 jobs are estimated in the North Rialto Islands Annexation.

Existing development for each of the five annexation islands is included in Appendix Table A-1.

#### **Future Growth**

The LAFCO fiscal analysis does not include estimated future growth for the island areas. Future residential units are estimated at 104 units based on review of the vacant parcels in the County parcel file and the City designated zoning and density for the island areas, as shown in Appendix Table A-2. When the average vacancy rate of 7 percent is applied, 97 future households are estimated. Based on the current average persons per household for the total island areas of 4.07 from the LAFCO analysis, population for the estimated future units is estimated at 395.

#### **Buildout**

A total of 699 housing units are estimated for the five islands at buildout. Assuming the 7 percent vacancy rate, the number of households is estimated at 650 after buildout. A buildout population of 2,645 is estimated for the total five North Rialto Islands based on 4.07 persons per household.

Estimated retail/commercial building space of 7,470 square feet and 10 jobs is not estimated to increase at this time.

**Table 2-1**  
**Development Summary**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2016 Dollars)

Category	North Rialto Islands Annexation Areas		
	Existing Development	Future Growth	Buildout
Estimated Units	595	104	699
Estimated Households (at 7% Vacancy Rate)	553	97	650
Estimated Population	2,250	395	2,645
<i>Average Persons per Household</i>	<i>4.07</i>	<i>4.07</i>	<i>4.07</i>
Estimated Retail/Commercial Site Total Square Feet	37,350	0	37,350
Estimated Building Square Feet (at .20 FAR)	7,470	0	7,470
Estimated Employment	10	0	10
Estimated Assessed Valuation <sup>1</sup>	\$93,374,249	\$37,024,000	\$130,398,249
<i>Average Value per Unit</i>	<i>\$156,932</i>	<i>\$356,000</i>	<i>\$186,550</i>

Note: 1. Estimated assessed valuation for existing development excludes exemptions as listed on the County APN file. The average value per unit for future development is estimated based on the average value per unit for the proposed units in the Lytle Creek annexation area.

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
City of Rialto, Assistant City Administrator/Development Services Director

## 2.2 Assessed Valuation, Property Tax and Sales Tax

### Assessed Valuation

Estimated assessed valuation for the existing development is about \$93.4 million, excluding homeowner and other exemptions. Based on the average value per unit of \$356,000 used for the Lytle Creek annexation fiscal analysis, valuation for the estimated new 104 housing units is estimated at about \$37.0 million. When combined with existing valuation, valuation at buildout of the five annexation islands is estimated at about \$130.4 million.

**Table 2-2  
Detailed Development Description  
North Rialto Islands Annexation Plan for Service and Fiscal Analysis  
City of Rialto**

Category	Existing Development	Future Development <sup>2</sup>	Total Buildout
<b>A. ACRES</b>	240	0	240
<b>B. PARCEL SQUARE FEET BY LAND USE</b>			
Single Family	6,738,716	0	6,738,716
Multi-Family	22,374	0	22,374
Retail Commercial	17,998	0	17,998
Service Commercial	19,352	0	19,352
Vacant	<u>1,034,918</u>	<u>0</u>	<u>1,034,918</u>
Total Square Feet	7,833,358	0	7,833,358
<b>C. RESIDENTIAL DEVELOPMENT</b>			
Units	595	104	699
Households (Occupied Units @ 7% Vacancy)	553	97	650
Estimated Population	2,250	395	2,645
<i>Estimated LAFCO PPH</i>	4.07	4.07	4.07
<b>D. NON-RESIDENTIAL DEVELOPMENT</b>			
<u>Building Square Feet (@ 0.20 FAR)</u>			
Retail Commercial	3,600	0	3,600
Service Commercial	<u>3,870</u>	<u>0</u>	<u>3,870</u>
Total Building Square Feet	7,470	0	7,470
<u>Estimated Employment</u>			
Retail Commercial @ 500 sq. ft. per employee	7	0	7
Service Commercial @ 1,200 sq. ft. per employee	<u>3</u>	<u>0</u>	<u>3</u>
Estimated Employment	10	0	10
<b>E. ESTIMATED SERVICE POPULATION <sup>3</sup></b>			
Population	2,250	395	2,645
Employment at 50%	<u>5</u>	<u>0</u>	<u>5</u>
Total Service Population	2,255	395	2,650

- Note: 1. Existing acres, households and population by Island areas are provided by LAFCO as presented in the report cited below, and presented in Appendix Table A-1. Retail/commercial square feet is from the County assessor parcel number (APN) file. Employment is estimated by the fiscal consultant.
2. Future residential units of 104 are estimated by the fiscal consultant by on vacant parcels and development density information from City staff, as shown in Appendix Table A-2. Based on the current citywide vacancy rate of 7 percent, households are estimated at 97. Population for these households is estimated at 395 based on the persons per household factor of 4.07 from the LAFCO report cited below.
3. This analysis has weighted the employment at 50% to account for the estimated less frequent use of City services by employment versus population.

Sources: Stanley R. Hoffman Associates, Inc.  
 Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
 City of Rialto, Assistant City Administrator/Development Services Director

## **Property Tax**

As shown in Panel A of Table 2-3, estimated assessed valuation for the existing development is about \$93.4 million when homeowner and other exemptions of about \$2.2 million are excluded for total assessed valuation of about \$95.6 million. The one percent property tax levy on the net assessed valuation of \$93.4 million is \$933,742. Based on the property tax allocation to the City of Rialto of 21.04 percent, property tax to the City for existing development is estimated at \$196,492.

Based on the estimated assessed valuation of \$37.0 million for future growth, the one percent property tax levy is estimated at \$370,240, and property tax to the City is estimated at \$77,911 for future growth. Based on this estimated \$77,911 of property tax for future growth and the estimated \$196,492 of property tax for existing development, property tax for buildout of the five island areas is estimated at \$274,403, in constant 2016 dollars.

## **Sales and Use Tax**

While the specific size and current sales tax generated by an existing retail market/deli is not available. For purposes of the fiscal analysis, the size of the retail establishment is estimated at 3,600 square feet, as shown in Panel B of Table 2-3. Retail taxable sales are projected at \$791,912 based on an assumption of \$200 per square foot of taxable sales. Sales tax is estimated at \$7,919 and use tax at the rate of 11.5 percent of sales tax results in total estimated sales and use tax of \$8,830. No retail uses are assumed for future growth.

**Table 2-3**  
**Estimated Assessed Valuation and Property Tax**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2016 Dollars)

Category	Existing Development	Future Growth	Total Buildout
<b>A. ESTIMATED ASSESSED VALUATION AND PROPERTY TAX</b>			
Total Estimated Assessed Valuation	\$95,614,212	\$37,024,000	\$132,638,212
Exemptions (homeowner and other)	\$2,239,963	\$0	\$2,239,963
Net Estimated Assessed Valuation	\$93,374,249	\$37,024,000	\$130,398,249
1% Property Tax Levy	\$933,742	\$370,240	\$1,303,982
City General Fund Share of 1% Levy	21.04%	21.04%	21.04%
<b>Projected City General Fund Property Tax</b> (@ 21.04 of 1% levy)	<b>\$196,492</b>	<b>\$77,911</b>	<b>\$274,403</b>
<b>B. ESTIMATED ON-SITE SALES AND USE TAX</b>			
Retail (Corner Market/Deli) Square Feet	3,600	0	3,600
Retail Taxable Sales (@ \$200 per square foot taxable sales)	\$791,912	\$0	\$791,912
Retail Sales Tax (@ 1% of taxable sales)	\$7,919	\$0	\$7,919
Use Tax (@ 11.5% of sales tax)	<u>\$911</u>	<u>\$0</u>	<u>\$911</u>
Total On-Site Sales and Use Tax	<u>\$8,830</u>	<u>\$0</u>	<u>\$8,830</u>

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
City of Rialto, Assistant City Administrator/Development Services Director

## CHAPTER 3 PUBLIC FACILITIES BEFORE AND AFTER ANNEXATION

This chapter describes the existing and anticipated future service providers for the proposed North Rialto Islands Annexation project area. The level and range of the services for the annexation area are described, if they are known. The following services are detailed in this chapter:

- General Government
- Development Services
- Fire Prevention and Protection
- Emergency Medical Services
- County Sheriff/Police Services
- Library
- Parks and Recreation
- Animal Control
- Street Lighting
- Landscape Maintenance
- Water
- Sewer
- Transportation
- Flood Control and Drainage
- Utilities
- Schools
- Solid Waste Management

Table 3-1 presents current and anticipated service providers in the North Rialto Islands annexation area. In many cases, such as general government, community development, economic development, fire and paramedic, and sheriff/police, among others, responsibilities shift from the County of San Bernardino to the City of Rialto. Other services, like water and utilities, remain unchanged before and after annexation. These changes are detailed in subsequent sections of this chapter.

### 3.1 General Government

#### Before Annexation

The County of San Bernardino provides general government services, including: all Administrative services, Community Development services, and Economic Development services to the annexation area. In addition, the County provides countywide services, such as law and justice, and health and welfare services that are provided to all residents whether they reside in the unincorporated area or a City.

**Table 3-1**  
**Current and Anticipated Service Providers in the North Rialto Islands Annexation Areas**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**

Service Type	Current Service Provider	Anticipated Service Provider
<b>General Government:</b>		
<b>Administrative Services</b>	County of San Bernardino	City of Rialto
<b>Development Services</b>		
Planning	County of San Bernardino	City of Rialto
Building Services	County of San Bernardino	City of Rialto
Development Review	County of San Bernardino	City of Rialto
Code Compliance	County of San Bernardino	City of Rialto
Business Licensing	County of San Bernardino	City of Rialto
<b>Countywide Services</b>	County of San Bernardino	County of San Bernardino
<b>Fire Prevention and Protection</b>	San Bernardino County Fire Protection District - Valley Service Zone	City of Rialto Fire Department
<b>Emergency Medical</b>	American Medical Response, SBCFPD	City of Rialto Fire Department
<b>Sheriff/Police</b>	County of San Bernardino Sheriff's Department	City of Rialto Police Department
<b>Library</b>	County of San Bernardino Library District	County of San Bernardino Library District
<b>Parks and Recreation:</b>		
Local Facilities	none	City of Rialto
Regional Facilities	County of San Bernardino	County of San Bernardino
<b>Animal Control</b>	San Bernardino County Animal Care and Control	City of Rialto Police Department
<b>Street Lighting</b>	CSA (SL-1) provides street lighting installation and maintenance for a small portion of the project. Lighting powered by Southern California Edison.	Lighting and Landscape Maintenance District
<b>Landscape Maintenance</b>	Private	Lighting and Landscape Maintenance District
<b>Water</b>	San Bernardino Valley Municipal Water District West Valley Water District (WVWD) for a portion of the project.	San Bernardino Valley Municipal Water District Entire project must annex to the West Valley Water District (WVWD)
<b>Sewer</b>	Private Septic Service	City of Rialto Sewer System
<b>Transportation:</b>		
Freeways and Interchanges	Cal Trans	Cal Trans
Arterials and Collectors	San Bernardino County - Public Works	City of Rialto Public Works Department
Local Roads	San Bernardino County - Public Works	City of Rialto Public Works Department
Transit	Omnitrans	Omnitrans
<b>Flood Control and Drainage:</b>		
Local Facilities	San Bernardino County Flood Control District	City of Rialto Public Works Department
Regional Facilities	San Bernardino County Flood Control District, U.S. Army Corp of Engineers	San Bernardino County Flood Control District, U.S. Army Corp of Engineers
<b>Utilities:</b>		
Cable/Internet Provider/Phone	Time Warner, AT&T Uverse	Time Warner, AT&T U-verse
Telephone	AT&T	AT&T
Power	Southern California Edison	Southern California Edison
Natural Gas	Southern California Gas Company	Southern California Gas Company
<b>Schools</b>	Rialto Unified School District San Bernardino Unified School District Fontana Unified School District	Rialto Unified School District San Bernardino Unified School District Fontana Unified School District
<b>Solid Waste Management</b>	Burrtec Waste Industries	Burrtec Waste Industries has exclusive franchise with City of Rialto

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Website  
San Bernardino County Local Agency Formation Commission

## **After Annexation**

After the annexation, the City of Rialto will provide the general government services which include administrative services as well as General Governance, Community Development and Economic Development. The County of San Bernardino will continue to provide Countywide services such as law and justice, and health and welfare services that are provided to all residents of the County whether they reside in a City or the unincorporated area.

### **3.2 Fire and Paramedic**

#### **Before Annexation**

San Bernardino County Fire Protection District is responsible fire protection to the North Rialto Island Annexation area. Currently, the City of Rialto provides fire protection services to the island annexation areas through a mutual aid agreement where the County provides fire protection services to the southern part of Rialto to offset the City services provided to the unincorporated island areas.

#### **After Annexation**

Upon annexation of the island areas, the City will continue to provide fire protection and the mutual aid agreement for fire protection with the County will no longer be applicable. Upon annexation, the project area will be detached from the San Bernardino Fire Protection District. The Rialto City Fire Department will be the service provider for fire prevention, protection and EMS, i.e. paramedic services after the annexation. City fire codes and fire abatement requirements will be addressed during the entitlement and permitting process. The City may incur additional costs for reimbursement of County services in the southern part of Rialto.

There are four fire stations in Rialto; Station 202, located at 1925 N. Riverside Avenue, is the closest station to the North Rialto Islands project site. Station 202 has one fire engine and two paramedic ambulances (one in reserve). The fire station will provide wildland and structural fire protection, and response to 911 medical aid call, traffic accidents and hazardous materials.

Additional support may be provided by Fire Station 204, located at N. Alder in Rialto. Fire Station 204 has two fire engines (one in reserve), one water tender, and two specialized units.

### **3.3 Sheriff/Police**

#### **Before Annexation**

The San Bernardino County Sheriff-Coroner's Department provides public safety services to the

unincorporated areas. The Sheriff's Department and the City Police Department provide mutual backup services upon request within both the City and unincorporated areas. The California Highway Patrol provides traffic patrol on State Highways within the unincorporated areas of the County. The Highway Patrol can also provide emergency response backup to the City Police and the County Sheriff upon request.

### **After Annexation**

After the annexation, the City of Rialto Police Department will be providing the public safety services for the North Rialto Islands Annexation. The Department currently employs 140.5 total employees, with 101 sworn and 39.5 non-sworn personnel. In addition to patrol services, the Police Department offers K-9, School Resource Officer (SRO), Street Crime Attach Team (SCAT), investigations, traffic enforcement, narcotics enforcement, training and background checks, community services, animal control services and re-entry support services. The Rialto Police Department is also part of the Four-City Regional SWAT Team (IVS) and Air-Support Unit.

## **3.4 Library**

### **Before Annexation**

Currently, the annexation area is served by the San Bernardino County Library system. The nearest County library is the Carter Branch Library located at 2630 North Linden Drive in Rialto.

### **After Annexation**

The annexation area would continue to receive library services from the San Bernardino County Library system library upon annexation. In addition to the Carter Branch Library, the Rialto Branch Library is located at 251 West 1<sup>st</sup> Street in Rialto.

## **3.5 Parks and Recreation**

### **Before Annexation**

The County Regional Parks Department provides regional park services to all residents within the County, including unincorporated areas. The County Regional Parks system includes the following parks: Glen Helen, Yucaipa, Lake Gregory, Cucamonga, Guasti, and Prado. The closest regional park is Glen Helen Regional Park which has various recreation areas with amenities for fishing, boating, and picnicking. However, the County does not provide local park services, and, currently, there are no local parks within the annexation area

It likely that the current residents of the island annexation areas are using the park and recreation facilities in the City of Rialto.

#### **After Annexation**

Rialto has a variety of parks and recreation facilities for public use. Park facilities include picnic areas, ball fields, basketball courts, walking tracks and shelters. The Rialto Community Center and Rialto Senior Center have rooms available to rent for meetings, seminars and private parties.

### **3.6 Animal Control**

#### **Before Annexation**

The San Bernardino County Animal Care and Control Program currently offers field services, animal licensing and education for dog owners in the unincorporated areas of the County. The Program operates two animal shelters: 1) Big Bear Animal Shelter is located at Northshore Road, Big Bear City; and 2) Devore Animal Shelter is located at 19777 Shelter Way, Devore.

#### **After Annexation**

The Humane Services section of the Rialto Police Department is responsible for handling animal control related services for the City. These services include picking up strays, response to complaints or attacks, licensing and ordinance enforcement. The City contracts with the County for animal shelter services only. The annexation area will receive services from the City, which will be financed by the General Fund and various user fees.

### **3.7 Street Lighting**

#### **Before Annexation**

Street lighting services in a small portion of the annexation area are funded through property tax revenues accruing to the CSA SL-1 Valley Area. Current street lighting improvements are powered by Southern California Edison.

#### **After Annexation**

Upon annexation, the City of Rialto will provide installation, maintenance and street lighting improvements. Based on information provided by LAFCO staff, the portion of the project within the CSA SL-1 will be detached from CSA SL-1 upon annexation to the City. The property tax revenues that would accrue to the County for CSA SL-1 will then be allocated between the County General Fund and the City of Rialto per the estimated property tax allocation rates shown in Appendix Table C-3.

### **3.8 Landscape Maintenance**

#### **Before Annexation**

Currently, the County of San Bernardino is responsible for any road pavement and minimal landscaping maintenance in the annexation area.

#### **After Annexation**

Upon annexation, a Lighting and Landscaping District will be responsible for installation and maintenance of all common landscape areas, hardscape areas, and irrigation systems in the North Rialto Islands Annexation.

### **3.9 Water**

#### **Before Annexation**

Currently, San Bernardino Valley Municipal Water District is the wholesale water service provider and State water contractor for the project area. The West Valley Water District provides domestic and recycled water, and maintains water quality for the annexation area.

#### **After Annexation**

Upon annexation, the entire project must annex into the West Valley Water District (WVWD). The backbone water facilities and infrastructure will be owned, operated and serviced by the WVWD. All new waterlines and water facilities will be designed and installed in accordance with the WVWD requirements and specifications. The fair share cost of designing and constructing the water system will be financed by the project master developer, project area builders, and/or other financing mechanisms acceptable to the WVWD.

### **3.10 Sewer**

#### **Before Annexation**

The island annexation areas currently use private septic service and public sewer service is not currently provided in the North Rialto Islands Annexation area.

#### **After Annexation**

Upon annexation to the City, some of the existing development could connect to the City's sewer system. The City's sewer collection system runs under the streets on the perimeter of the island areas and, in some cases, passes through the island areas. City policy requires properties to connect to the sewer system within three years of the system becoming available within 200 feet of their property.

### **3.11 Transportation**

#### **Before Annexation**

Current transportation services for the City of Rialto include freeways and interchanges serviced by Cal Trans; arterials and collectors serviced by the Public Works Department of San Bernardino County; local roads also serviced by the Public Works Department of San Bernardino County; and public transit serviced by Omnitrans.

#### **After Annexation**

Cal Trans will continue to provide their services post annexation for freeways and interchanges, and Omnitrans for public transit. All arterials and collectors and on-site street local roads will be maintained by the City public works department. The City estimates infrastructure improvements at about \$8.1 million due to deferred street maintenance and lack of sidewalk improvements for existing development in the island areas. Currently, this is an unfunded infrastructure liability. For new development, the developer, in cooperation with the City of Rialto, will be responsible for improvements of all necessary public streets, both on- and off-site.

### **3.12 Flood Control and Drainage**

#### **Before Annexation**

On a regional level, the San Bernardino County Flood Control District intercepts and manages flood flows through and away from developed areas throughout the County. The Flood Control District is also responsible for water conservation and storm drain construction.

#### **After Annexation**

Local stormwater services would transfer to the City upon annexation and regional flood control services would remain with the County. The City has a system of north-south running drains feeding interceptor lines draining either to the Rialto Channel, which parallels Cactus Avenue, or to the Lytle Creek Wash area.

### **3.13 Utilities**

#### **Before and After Annexation**

Utilities include cable television, internet, telephone, electric power, and natural gas. Currently, Time Warner and AT&T Uverse are the cable television and internet service providers. AT&T maintains telephone service to the annexation area. Electricity is provided by Southern California Edison, while natural gas is supplied by the Southern California Gas Company. These service providers are not anticipated to change upon annexation.

### **3.15 Solid Waste Management**

#### **Before Annexation**

The San Bernardino County Solid Waste Management Division, under the Department of Public Works, oversees the operation and management of the County's solid waste disposal system, which includes five regional landfills and nine transfer stations. The waste hauler for the project area is Burrtec Industries.

#### **After Annexation**

Solid waste collection in the City of Rialto is mandatory and Burrtec Industries has an exclusive franchise agreement with the City. Burrtec Industries offers integrated waste removal and recycling programs to residential and commercial customers. Per the franchise agreement with the City, Burrtec Industries utilizes the County owned landfill located in the City of Rialto for the disposal of solid waste collected in the City. All collection services are supported on a user fee basis.

## **CHAPTER 4 FINANCING PUBLIC FACILITIES AND INFRASTRUCTURE**

Table 4-1 also identifies the jurisdiction, special district or private association responsible for maintenance of each facility and the ownership of each facility. The projected annual fiscal impacts to the City for provision of services to the North Rialto Islands Annexation are presented in Chapter 5.

### **4.1 Development Impact Fees**

For purposes of estimating the development impact fees in this report, fee amounts are based on the fees that will become effective July 1, 2015 as included in City's *Development Fee Schedule, February 10, 2014*. As shown in Table 4-2 estimated one-time development impact fees that would be collected for new development in the North Rialto Islands Annexation are estimated at about \$2.0 million.

### **4.2 Schools**

School Impact Fees are charged for both residential and commercial development. These fees will be based on the unit size and the amount of commercial square feet. These fees are not estimated in this report.

### **4.3 Utilities**

Cable television, internet, power, and gas utilities are enterprise services, where fees and charges are determined by each company's rate structure.

### **4.4 Estimated Capital Improvements for Roads**

As discussed earlier, the City estimates infrastructure improvements to the roads in the North Rialto Islands Annexation at about \$8.1 million due to deferred street maintenance and lack of sidewalk improvements for existing development in the island areas. Table 4-3 presents the City's detailed estimate of these infrastructure costs by type of improvement and the location of the improvement.

**Table 4-1**  
**North Rialto Islands Facilities and Infrastructure**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**

Type	Developed By	Maintained By <sup>1</sup>	Owned By <sup>1</sup>
<b><u>Streetscape</u></b>			
Primary and Secondary Entry Roads	Master Developer/City	City	City
Primary and Secondary Local Roads and Cul-de-sacs	Master Developer/City	City/HOA	City/HOA
Landscaping	HOA/LLMD	HOA /LLMD	HOA/LLMD
Street Lighting	Master Developer	SCE/LLMD	LLMD/HOA
Community Walls and Fences	Master Developer	HOA	HOA
Interior Neighborhood Walls and Fence	Guest Builder	Homeowner	Homeowner
<b><u>Parks and Open Space</u></b>			
Private Parks	Master Developer	HOA/LLMD	HOA/LLMD
Public Parks	Master Developer	HOA/LLMD	City
<b><u>Infrastructure</u></b>			
Local Storm Drain System	Master Developer	City	City
Regional Storm Drain and Flood Control	CFD/Similar Mechanism	SBCFCD	SBCFCD
Sewer Systems (on-site and off-site)	Master Developer	City	City
Water Systems (on-site and off-site)	Master Developer/WVWD	WVWD	WVWD
Utilities	Utility Companies	Utility Companies	Utility Companies

Note: 1. LLMD = Landscape and Lighting District or special maintenance district  
HOA = Homeowners' Association (Master or Neighborhood)  
SCE = Southern California Edison  
CFD = Community Facilities District  
SBCFCD = San Bernardino Flood Control District  
WVWD = West Valley Water District  
Certain facilities and improvements may be subject to reimbursement agreements.

Sources: Stanley R. Hoffman Associates, Inc.  
Lytle Development Company, *Lytle Creek Ranch Specific Plan*, March 2010

**Table 4-2**  
**Estimated One-Time Development Impact Fees**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2016 Dollars)

<b>A. Future Development Description</b>		
Development Category		North Rialto Islands Future Development
<u>Single Family Residential Units</u>		104
<b>B. Estimated Fees <sup>1</sup></b>		
Fee Category	Fee Per Single Family Unit	North Rialto Islands Future Development
<u>General Facilities</u>	\$1,760.01	\$183,041
<u>Police Facilities</u>	\$1,249.47	\$129,945
<u>Fire Facilities</u>	\$919.59	\$95,637
<u>Park Facilities</u>	\$3,037.90	\$315,942
<u>Open Space</u>	\$606.82	\$63,109
<u>Library Facilities</u>	\$314.65	\$32,724
<u>Regional Traffic Fees</u>	\$2,858.44	\$297,278
<u>Street Medians</u>	\$53.46	\$5,560
<u>Storm Drain Facilities</u>	\$3,435.78	\$357,321
<u>Wastewater Collection</u>	\$1,725.50	\$179,452
<u>Wastewater Treatment</u>	\$3,126.20	\$325,125
<b>TOTAL DEVELOPMENT IMPACT FEES</b>		<b>\$1,985,133</b>

Note: 1. Applicable City fees in this table represent the current City fee schedule amounts effective 7/1/2015, based on the City's fee schedule cited below.

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, *Development Fee Schedule*, Effective February 10, 2014

**Table 4-3**  
**Estimated Capital Improvement Costs for Roads**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2016 Dollars)

ITEM	DESCRIPTION	COST	AREA 2		AREA 3		AREA 4		AREA 5		TOTAL
			UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL	UNITS	TOTAL	
1	Curb & Gutter			\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
2	Curb, Gutter Removal & Replac	\$23.50	200	\$4,700.00		\$0.00		\$0.00	500	\$11,750.00	\$16,450.00
3	Sidewalk	\$5.95	33,200	\$197,540.00	42,815	\$254,749.25		\$0.00	90,000	\$535,500.00	\$987,789.25
4	Driveway Approach Concrete	\$8.35	600	\$5,010.00	800	\$6,680.00	20,800	\$173,680.00		\$0.00	\$185,370.00
5	Tree Removal	\$1,000.00	27	\$27,000.00	18	\$18,000.00	5	\$5,000.00	45	\$45,000.00	\$95,000.00
6	Utility Pole Relocation	\$300.00	9	\$2,700.00	12	\$3,600.00	50	\$15,000.00	35	\$10,500.00	\$31,800.00
7	Mail Box Reset	\$75.00		\$0.00		\$0.00	200	\$15,000.00		\$0.00	\$15,000.00
8	Driveway Repair	\$8.35		\$0.00		\$0.00		\$0.00	10,000	\$83,500.00	\$83,500.00
9	House Walk	\$5.95		\$0.00	480	\$2,856.00		\$0.00	300	\$1,785.00	\$4,641.00
10	Returning Curb	\$15.00		\$0.00		\$0.00		\$0.00	100	\$1,500.00	\$1,500.00
11	Handicapped Ramp	\$2,390.00	8	\$19,120.00	21	\$50,190.00	16	\$38,240.00	53	\$126,670.00	\$234,220.00
12	Pavement Slurry	\$0.30	135,000	\$40,500.00	151,696	\$45,508.80	118,400	\$35,520.00	78,472	\$23,541.60	\$145,070.40
13	Pavement Overlay	\$0.90		\$0.00	112,064	\$100,857.60		\$0.00	358,514	\$322,662.60	\$423,520.20
14	Sewer	\$95.42	3,225	\$307,729.50	5,391	\$514,409.22	6,855	\$654,104.10	10,350	\$987,597.00	\$2,463,839.82
15	Street Signs	\$250.00	7	\$1,750.00	11	\$2,750.00	7	\$1,750.00	23	\$5,750.00	\$12,000.00
16	Pavement Markings	\$0.48		\$0.00	3,000	\$1,440.00	16,667	\$8,000.00	25,000	\$12,000.00	\$21,440.00
17	Block Wall/Fence	\$60.00	450	\$27,000.00	100	\$6,000.00		\$0.00	100	\$6,000.00	\$39,000.00
18	Wood Fence/Iron Fence	\$28.60	250	\$7,150.00	100	\$2,860.00		\$0.00	100	\$2,860.00	\$12,870.00
19	Landscape	\$12,000.00		\$0.00		\$0.00		\$0.00	1	\$12,000.00	\$12,000.00
20	Cul-de-sac end of Fillmore	\$50,000.00	1	\$50,000.00						\$0.00	\$50,000.00
21	Cul-de-sac Lurlane westerly including ROW	\$20,000.00							1	\$20,000.00	\$20,000.00
22	Linden from Bohnert to north of Norwood Curb, Gutter + Lane + Walk	\$246.00		\$0.00		\$0.00	925	\$227,550.00		\$0.00	\$227,550.00
23	Cedar from Bohnert south to west side Curb, Gutter + Lane + Walk	\$123.00		\$0.00		\$0.00	275	\$33,825.00		\$0.00	\$33,825.00
24	Bohnert from Linden to County Line Curb, Gutter + Lane + Walk	\$246.00		\$0.00		\$0.00	1,941	\$477,486.00		\$0.00	\$477,486.00
25	Banyon from Linden to Maple Curb, Gutter Both sides + 1 Lane Curb, Gutter & Sidewalk Only	\$123.00 \$48.75		\$0.00 \$0.00		\$0.00 \$0.00	1,231 1,231	\$151,413.00 \$60,011.25		\$0.00 \$0.00	\$151,413.00 \$60,011.25
26	Maple from Vineyard to South Curb, Gutter & Sidewalk Cul-de-sac including ROW	\$48.75 \$35,000.00		\$0.00 \$0.00		\$0.00 \$0.00	700 1	\$34,125.00 \$35,000.00		\$0.00 \$0.00	\$34,125.00 \$35,000.00
27	Maple from Bohnert to north of Banyon Curb, Gutter & Sidewalk Only Additional Pavement Additional Pavement	\$97.50 \$5.27 \$5.27		\$0.00 \$0.00 \$0.00		\$0.00 \$0.00 \$0.00	509 1,527 2,000	\$49,627.50 \$8,047.29 \$10,540.00		\$0.00 \$0.00 \$0.00	\$49,627.50 \$8,047.29 \$10,540.00
28	Vineyard from Linden to westerly join Curb, Gutter & Sidewalk + 1 Lane Additional Pavement	\$246.00 \$5.27		\$0.00 \$0.00		\$0.00 \$0.00	1,970 19,700	\$484,620.00 \$103,819.00		\$0.00 \$0.00	\$484,620.00 \$103,819.00
29	Maple from Vineyard to Bohnert Curb, Gutter & Sidewalk + 1 Lane Additional Pavement	\$246.00 \$5.27		\$0.00 \$0.00		\$0.00 \$0.00	615 6,150	\$151,290.00 \$32,410.50		\$0.00 \$0.00	\$151,290.00 \$32,410.50
<b>Subtotal</b>				<b>\$690,199.50</b>		<b>\$1,009,900.87</b>		<b>\$2,806,058.64</b>		<b>\$2,208,616.20</b>	<b>\$6,714,775.21</b>
10% Administrative Cost				\$69,019.95		\$100,990.09		\$280,605.86		\$220,861.62	\$671,477.52
10% Contingency Cost				\$69,019.95		\$100,990.09		\$280,605.86		\$220,861.62	\$671,477.52
<b>TOTAL</b>				<b>\$828,239.40</b>		<b>\$1,211,881.04</b>		<b>\$3,367,270.37</b>		<b>\$2,650,339.44</b>	<b>\$8,057,730.25</b>

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Assistant City Administrator/Development Services Director, February 2016

## CHAPTER 5 FISCAL IMPACTS OF ANNEXATION AREA

This chapter presents the fiscal analysis of the North Rialto Islands Annexation. The focus of this analysis is on the impacts for the North Rialto Islands Annexation. However, because the San Bernardino County LAFCO is considering the North Rialto Islands Annexation along with the annexation of two portions of the Lytle Creek Specific Plan, fiscal impacts are also presented for the North Rialto Islands Annexation along with the Lytle Creek annexation.

As discussed earlier, Rialto voters approved a five year extension of the utility users tax (UUT) on March 5, 2013. The UUT is approved through June 2018. Because the UUT will need voter approval to be extended before projected buildout of the North Rialto Islands Annexation in 2026, the fiscal analysis projects impacts to the Rialto General Fund both with and without the UUT.

### 5.1 North Rialto Islands Annexation

Table 5-1 summarizes the projected fiscal impacts for the North Rialto Annexation with and without the UUT after buildout. Detailed fiscal projections are in Table 5-2 and 5-3.

**Table 5-1  
Summary of Projected Fiscal Impacts  
North Rialto Islands Annexation Plan for Service and Fiscal Analysis  
City of Rialto  
(In Constant 2016 Dollars)**

Category	North Rialto Islands Annexation Areas		
	Existing Development	Future Growth	Buildout
<b>A. With Utility Users Tax</b>			
Annual Recurring Revenues	\$727,136	\$223,831	\$950,967
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$218,113</u>	<u>\$1,464,341</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$519,092)</b>	<b>\$5,718</b>	<b>(\$513,374)</b>
Revenue/Cost Ratio	0.58	1.03	0.65
<b>B. No Utility Users Tax</b>			
Annual Recurring Revenues	\$489,308	\$182,207	\$671,515
Annual Recurring Costs	<u>\$1,246,228</u>	<u>\$218,113</u>	<u>\$1,464,341</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$756,920)</b>	<b>(\$35,906)</b>	<b>(\$792,826)</b>
Revenue/Cost Ratio	0.39	0.84	0.46

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
City of Rialto, Assistant City Administrator/Development Services Director

### **With Utility Users Tax**

As shown in Panel A of Table 5-1, a recurring annual deficit \$519,092 is projected for the existing development with the utility users tax (UUT). After buildout of the estimated future development with a projected surplus of \$5,718, a recurring deficit of \$513,374 is projected.

**Projected Recurring Revenues With Utility Users Tax.** As shown in Table 5-2, about 68 percent of the total projected revenues after buildout of the North Rialto Annexation with the UUT are comprised of UUT, property tax and other transfers from other funds to the General Fund.

**Projected Recurring Costs With Utility Users Tax.** As also shown in Table 5-2, police protection, fire protection and general government are the largest projected recurring costs and account for about 81 percent of total projected recurring costs for the North Rialto Islands Annexation after buildout.

### **No Utility Users Tax**

As shown in Panel B of Table 5-1, after buildout without the UUT, an annual recurring deficit of \$792,826 is projected based on a projected deficit of \$756,920 for existing development and a projected deficit of \$35,906 for future growth in the island areas.

**Projected Recurring Revenues Without Utility Users Tax.** As shown in Table 5-3, about 66 percent of the total project revenues after buildout of the annexation without the UUT is comprised of property tax, transfer from other funds to the General Fund and franchise fees.

**Projected Recurring Costs Without Utility Users Tax.** As with the scenario with UUT, police protection, fire protection and general government are the largest projected recurring costs and account for about 81 percent of total projected recurring costs for the North Rialto Islands Annexation after buildout without the UUT.

## **5.2 Comparison of SRHA and LAFCO Projected Impacts for North Rialto Islands**

The SRHA projected fiscal impacts are compared with the December 2015 LAFCO fiscal analysis of the North Rialto Islands Annexation in Table 5-4. The SRHA fiscal analysis is based on the existing residential assumptions and fiscal assumptions used in the LAFCO analysis. The SRHA total assessed valuation assumptions are from the LAFCO fiscal analysis minus homeowner and other exemptions as contained in the County parcel file. The LAFCO fiscal analysis assumes a utility users tax (UUT) and does not project impacts without UUT.

**Table 5-2**  
**Detailed Projected Recurring Fiscal Impacts: With Utility Users Tax**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	With Utility Users Tax			
	Total Existing	Future Development	Total Buildout	
			Amount	Percent of Total
<b><u>Recurring Revenues</u></b>				
Property tax	\$196,492	\$77,911	\$274,403	28.9%
On-site retail sales and use tax	8,830	0	8,830	0.9%
Property transfer tax-turnover	2,568	1,018	3,586	0.4%
In lieu property tax (VLF)	0	53,426	53,426	5.6%
Franchise fees	62,643	10,964	73,607	7.7%
Proposition 172 Sales Tax-Public Safety	10,754	1,887	12,641	1.3%
Utility users tax	236,189	41,337	277,526	29.2%
Business licenses	723	0	723	0.1%
Animal licenses and fees	3,735	655	4,390	0.5%
Fines, forfeits and penalties	9,696	1,697	11,393	1.2%
County LF excavation charges	4,804	841	5,645	0.6%
Current services	51,896	9,085	60,981	6.4%
Rents and concessions	4,421	774	5,195	0.5%
Administrative/passport/misc. fees	13,432	2,356	15,788	1.7%
Transfer from Gas Tax Fund	33,189	5,821	39,010	4.1%
Other transfers	82,754	14,516	97,270	10.2%
Interest on invested revenues	5,011	1,543	6,554	0.7%
Total Projected Revenues	\$727,136	\$223,831	\$950,967	100.0%
<b><u>Recurring Costs</u></b>				
Fire protection	\$338,047	\$59,164	\$397,211	27.1%
Police protection	548,483	95,994	644,477	44.0%
Development services-engineering	8,907	1,559	10,466	0.7%
Development services-business licensing	55	0	55	0.0%
Development services-code enforcement	15,514	2,715	18,230	1.2%
Public works-administration	9,787	1,713	11,500	0.8%
Public works-engineering services & projects	6,765	1,184	7,949	0.5%
Public works-park maintenance	0	0	0	0.0%
Public works-street maintenance/traffic signals	54,052	9,460	63,512	4.3%
Public works-graffiti removal	2,571	450	3,021	0.2%
Public works-traffic safety	17,679	3,094	20,773	1.4%
Public works-storm drain program	8,231	1,441	9,672	0.7%
Public works-community building maintenance	24,535	4,294	28,829	2.0%
Recreation	27,923	4,898	32,821	2.2%
General government	124,335	21,761	146,096	10.0%
Subtotal Recurring Costs	\$1,186,885	\$207,727	\$1,394,612	95.2%
5% contingency/reserves	59,343	10,386	69,729	4.8%
Total Recurring Costs	\$1,246,228	\$218,113	\$1,464,341	100.0%
<b><u>Annual Net Recurring Surplus or (Deficit)</u></b>	<b>(\$519,092)</b>	<b>\$5,718</b>	<b>(\$513,374)</b>	
<b><u>Revenue/Cost Ratio</u></b>	0.58	1.03	0.65	
<b><u>ANNUAL SURPLUS OR (DEFICIT) PER UNIT</u></b>				
Number of Units	595	104	699	
Annual Surplus or (Deficit) per Unit	(\$872)	\$55	(\$734)	

Source: Stanley R. Hoffman Associates, Inc.

**Table 5-3**  
**Detailed Projected Recurring Fiscal Impacts: No Utility Users Tax**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	No Utility Users Tax			
	Total Existing	Future Development	Total Buildout	
			Amount	Percent of Total
<b><u>Recurring Revenues</u></b>				
Property tax	\$196,492	\$77,911	\$274,403	40.9%
On-site retail sales and use tax	8,830	0	8,830	1.3%
Property transfer tax-turnover	2,568	1,018	3,586	0.5%
In lieu property tax (VLF)	0	53,426	53,426	8.0%
Franchise fees	62,643	10,964	73,607	11.0%
Proposition 172 Sales Tax-Public Safety	10,754	1,887	12,641	1.9%
Utility users tax	0	0	0	0.0%
Business licenses	723	0	723	0.1%
Animal licenses and fees	3,735	655	4,390	0.7%
Fines, forfeits and penalties	9,696	1,697	11,393	1.7%
County LF excavation charges	4,804	841	5,645	0.8%
Current services	51,896	9,085	60,981	9.1%
Rents and concessions	4,421	774	5,195	0.8%
Administrative/passport/misc. fees	13,432	2,356	15,788	2.4%
Transfer from Gas Tax Fund	33,189	5,821	39,010	5.8%
Other transfers	82,754	14,516	97,270	14.5%
Interest on invested revenues	<u>3,372</u>	<u>1,256</u>	<u>4,628</u>	<u>0.7%</u>
Total Projected Revenues	\$489,308	\$182,207	\$671,515	100.0%
<b><u>Recurring Costs</u></b>				
Fire protection	\$338,047	\$59,164	\$397,211	27.1%
Police protection	548,483	95,994	644,477	44.0%
Development services-engineering	8,907	1,559	10,466	0.7%
Development services-business licensing	55	0	55	0.0%
Development services-code enforcement	15,514	2,715	18,230	1.2%
Public works-administration	9,787	1,713	11,500	0.8%
Public works-engineering services & projects	6,765	1,184	7,949	0.5%
Public works-park maintenance	0	0	0	0.0%
Public works-street maintenance/traffic signals	54,052	9,460	63,512	4.3%
Public works-graffiti removal	2,571	450	3,021	0.2%
Public works-traffic safety	17,679	3,094	20,773	1.4%
Public works-storm drain program	8,231	1,441	9,672	0.7%
Public works-community building maintenance	24,535	4,294	28,829	2.0%
Recreation	27,923	4,898	32,821	2.2%
General government	<u>124,335</u>	<u>21,761</u>	<u>146,096</u>	<u>10.0%</u>
Subtotal Recurring Costs	\$1,186,885	\$207,727	\$1,394,612	95.2%
5% contingency/reserves	<u>\$59,343</u>	<u>\$10,386</u>	<u>\$69,729</u>	<u>4.8%</u>
Total Recurring Costs	\$1,246,228	\$218,113	\$1,464,341	100.0%
<b><u>Annual Net Recurring Surplus or (Deficit)</u></b>	<b>(\$756,920)</b>	<b>(\$35,906)</b>	<b>(\$792,826)</b>	
<b><u>Revenue/Cost Ratio</u></b>	0.39	0.84	0.46	
<b><u>ANNUAL SURPLUS OR (DEFICIT) PER UNIT</u></b>				
Number of Units	595	104	699	
<b><u>Annual Surplus or (Deficit) per Unit</u></b>	<b>(\$1,272)</b>	<b>(\$345)</b>	<b>(\$1,134)</b>	

Source: Stanley R. Hoffman Associates, Inc.

**Table 5-4**  
**Summary of Projected Fiscal Impacts Upon Annexation: SRHA and LAFCO**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Existing Development Upon Annexation		
	With Utility Users Tax		
	SRHA	LAFCO <sup>1</sup>	SRHA minus LAFCO
Annual Recurring Revenues	\$727,136	\$911,375	(\$184,239)
Annual Recurring Costs	\$1,246,228	\$772,112	\$474,116
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$519,092)</b>	<b>\$139,263</b>	<b>(\$658,355)</b>
Revenue/Cost Ratio	0.58	1.18	(0.39)

Note: 1. The projected impacts for the LAFCO analysis are from the LAFCO report cited below. The LAFCO analysis does not include impacts without utility users tax (UUT).

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015

As shown in Panel A of Table 5-4, for existing development upon annexation with UUT, SRHA projects a deficit of \$519,092 and LAFCO projects a recurring surplus of \$139,263. The major differences in projected revenues and costs between the SRHA analysis and the LAFCO analysis are highlighted in yellow in Table 5-5.

**Projected Revenues.** SRHA projects \$184,239 fewer revenues than the LAFCO analysis. The most significant differences in projected revenues include:

Property Tax. SRHA projects \$4,715 less property tax than LAFCO because homeowner and other exemptions are not included in the SRHA estimated assessed valuation.

On-Site Sales and Use Tax. SRHA projects sales and use tax for the existing retail uses in the annexation area of \$8,830. The LAFCO analysis does not include this revenue.

In Lieu Property Tax (Sales and Use Tax). SRHA does not project this revenue because the State will discontinue this shift from sales and use tax to property tax in 2016. LAFCO projects this revenue at \$51,685.

**Table 5-5**  
**Detailed Projected Fiscal Impacts of Existing Development: SRHA and LAFCO**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Existing Development Upon Annexation		
	With Utility Users Tax		
	SRHA	LAFCO	SRHA minus LAFCO
<b>Recurring Revenues</b>			
Property tax	\$196,492	\$201,207	(\$4,715)
On-site retail sales and use tax	8,830	0	8,830
In lieu property tax (sales and use tax)	0	51,685	(51,685)
Property transfer tax-turnover	2,568	2,629	(61)
In lieu property tax (VLF)	0	137,971	(137,971)
Franchise fees	62,643	62,605	38
SB509 sales tax - safety	10,754	10,755	(1)
Utility users tax	236,189	235,665	524
Business licenses	723	0	723
Animal licenses and fees	3,735	3,443	292
Fines, forfeits and penalties	9,696	9,675	21
County LF excavation charges	4,804	4,793	11
Current services	51,896	51,986	(90)
Rents and concessions	4,421	4,410	11
Administrative/passport/misc. fees	13,432	13,433	(1)
Transfer from Gas Tax Fund	33,189	33,188	1
Other transfers	82,754	82,755	(1)
Interest on invested revenues	5,011	5,175	(164)
Total Projected Revenues	\$727,136	\$911,375	(\$184,239)
<b>Recurring Costs</b>			
Fire protection	\$338,047	\$0	\$338,047
Police protection	548,483	547,268	1,216
Development services-engineering	8,907	8,888	20
Development services-business licensing	55	12,443	(12,388)
Development services-code enforcement	15,514	15,480	35
Public works-administration	9,787	9,765	22
Public works-engineering services & projects	6,765	6,750	15
Public works-park maintenance	0	0	0
Public works-street maintenance/traffic signals	54,052	53,933	119
Public works-graffiti removal	2,571	2,565	6
Public works-traffic safety	17,679	17,640	40
Public works-storm drain program	8,231	8,213	18
Public works-community building maintenance	24,535	24,480	55
Recreation	27,923	27,923	0
General government	124,335	0	124,335
Subtotal Recurring Costs	\$1,186,885	\$735,345	\$451,540
5% contingency/reserves	\$59,343	\$36,767	\$22,576
Total Recurring Costs	\$1,246,228	\$772,112	\$474,116
<b>Annual Net Recurring Surplus or (Deficit)</b>	<b>(\$519,092)</b>	<b>\$139,263</b>	<b>(\$658,355)</b>
<b>Revenue/Cost Ratio</b>	0.58	1.18	(0.60)
<b>ANNUAL SURPLUS OR (DEFICIT) PER UNIT</b>			
Number of Units	595	595	0
Annual Surplus or (Deficit) per Unit	(\$872)	\$234	(\$1,106)

Source: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, Agenda Item #7 --  
Presentation Required Pursuant to Section IV - Application Processing, Policy 11 -  
Island Annexation Pursuant to Government Code Section 56375.3..., December 8, 2015

In Lieu Property Tax (Vehicle License Fee). While the LAFCO analysis estimates this revenue at \$137,971, SRHA does not estimate this revenue pursuant to current legislation that states that upon annexation, the current valuation of the annexing area is not considered for calculating property tax in lieu of VLF to the annexing City. Only increases in assessed valuation after annexation generate property tax in lieu of VLF to the City.

**Projected Costs.** SRHA projects \$474,116 more costs than the LAFCO analysis. The most significant differences in projected costs include:

Fire Protection. The LAFCO fiscal analysis excludes fire protection costs because the City of Rialto provides fire protection services to the island annexation areas through a mutual aid agreement where the County provides fire protection services to the southern part of Rialto to offset the City services provided to the unincorporated island areas. Based on discussion with City staff, upon annexation of the island areas, the City will continue to provide fire protection at an estimated cost of \$338,047, and the mutual aid agreement for fire protection with the County will no longer be applicable. The City may incur additional costs for reimbursement of County services in southern part of Rialto.

General Government. SRHA projects general government overhead costs at \$124,335. However, these costs are not projected in the LAFCO analysis.

5% Contingency/Reserves. Because SRHA projects higher costs than the LAFCO analysis, the SRHA 5 percent estimated contingency costs are \$22,576 higher.

### **5.3 North Rialto Islands Annexation Plus Lytle Creek Specific Plan**

**Annexation Areas: Existing Development.** As shown in Table 5-6, a recurring deficit of \$519,092 is projected upon annexation of the five North Rialto Islands with utility users tax (UUT). When combined with the projected surplus of \$20,929 for the annexation area in the Lytle Creek project before any development occurs, a recurring deficit of \$498,163 is projected upon annexation with UUT. Without UUT, a recurring deficit of about \$751,846 is projected for existing development upon annexation.

**Table 5-6**  
**North Rialto Islands Annexation and Lytle Creek Annexation Area,**  
**Summary of Projected Recurring Fiscal Impacts: Annexation Areas Only**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Annexation Areas Only					
	Existing Development			Buildout of Areas		
	Five Islands Annexation Areas	Lytle Creek Annexation Area Only	Total Annexation Areas	Five Islands Annexation Areas	Lytle Creek Annexation Area Only	Total Annexation Areas
<b>A. With Utility User Tax</b>						
Annual Recurring Revenues	\$727,136	\$20,929	\$748,065	\$950,967	\$6,689,174	\$7,640,141
Annual Recurring Costs	<u>\$1,246,228</u>	\$0	<u>\$1,246,228</u>	<u>\$1,464,341</u>	<u>\$6,174,653</u>	<u>\$7,638,994</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$519,092)</b>	<b>\$20,929</b>	<b>(\$498,163)</b>	<b>(\$513,374)</b>	<b>\$514,521</b>	<b>\$1,147</b>
Revenue/Cost Ratio	0.58	n/a	0.48	0.65	1.08	1.00
<b>B. No Utility User Tax</b>						
Annual Recurring Revenues	\$489,308	\$5,074	\$494,382	\$671,515	\$5,683,405	\$6,354,920
Annual Recurring Costs	<u>\$1,246,228</u>	\$0	<u>\$1,246,228</u>	<u>\$1,464,341</u>	<u>\$6,174,655</u>	<u>\$7,638,996</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$756,920)</b>	<b>\$5,074</b>	<b>(\$751,846)</b>	<b>(\$792,826)</b>	<b>(\$491,250)</b>	<b>(\$1,284,076)</b>
Revenue/Cost Ratio	0.39	n/a	0.40	0.46	0.92	0.83

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Assistant City Administrator/Development Services Director  
LAFCO Fiscal Analysis, December 8, 2015

**Annexation Areas: Buildout.** As also shown in Table 5-6, a recurring deficit of \$513,374 is projected after buildout of the five island annexations with UUT. When combined with the projected surplus of \$514,521 for the annexation area of the Lytle Creek project with UUT, the projected surplus after buildout of the annexations areas with UUT is essentially breakeven at \$1,147. A recurring deficit of about \$1.3 million is projected after buildout of all annexation areas without UUT.

**Total Buildout.** As shown in Table 5-7, when the projected recurring deficit of \$513,714 for the five island annexations is combined with the projected recurring surplus of about \$2.4 million for the total Lytle Creek project after buildout, a recurring surplus of about \$1.9 million is projected with UUT. Without the UUT, a recurring deficit of \$423,092 is projected when the projected deficit of \$792,826 for the five island annexation areas are combined with the total Lytle Creek project surplus of \$369,734 after buildout without UUT.

**Table 5-7**  
**North Rialto Islands Annexation and Total Lytle Creek Project**  
**Summary of Projected Recurring Fiscal Impacts: Total Buildout**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Buildout of Five Islands and Total Lytle Creek Project		
	Five Islands Annexation Areas	Lytle Creek Total Project	Total Annexation Areas
<b>A. With Utility User Tax</b>			
Annual Recurring Revenues	\$950,967	\$13,735,912	\$14,686,879
Annual Recurring Costs	<u>\$1,464,341</u>	<u>\$11,368,214</u>	<u>\$12,832,555</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$513,374)</b>	<b>\$2,367,698</b>	<b>\$1,854,324</b>
Revenue/Cost Ratio	0.54	1.21	1.12
<b>B. No Utility User Tax</b>			
Annual Recurring Revenues	\$671,515	\$11,737,949	\$12,409,464
Annual Recurring Costs	<u>\$1,464,341</u>	<u>\$11,368,215</u>	<u>\$12,832,556</u>
<b>Annual Recurring (Deficit) or Surplus</b>	<b>(\$792,826)</b>	<b>\$369,734</b>	<b>(\$423,092)</b>
Revenue/Cost Ratio	0.38	1.03	0.95

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Assistant City Administrator/Development Services Director  
LAFCO Fiscal Analysis, December 8, 2015

## CHAPTER 6 CITY OF RIALTO FISCAL ASSUMPTIONS

This chapter presents the revenue and cost assumptions for the North Rialto Islands Annexation fiscal analysis. Revenue and cost assumptions are based on the *City of Rialto, Fiscal Year 2013/2014 Budget*, with adjustments based on the City's *Mid-Year Presentation FY 13-14, City Council Approved Adjustments, 2/25/2014*, discussions with City finance staff, and the general assumptions presented in this chapter. These fiscal assumptions were used for the October 9, 2014 fiscal impact analysis of the Lytle Creek Project prepared by Stanley R. Hoffman Associates and the December 8, 2015 fiscal analysis of the North Rialto Islands Annexation prepared by the Local Agency Formation Commission (LAFCO) of San Bernardino County.

The general City demographic and economic assumptions used for calculating fiscal factors are first presented. The assumptions for projecting recurring revenues are then presented followed by the assumptions for projecting recurring costs

### **6.1 City General Assumptions**

Fiscal impacts that are not based on valuation and taxable sales are generally projected based on a per capita, per employee, or per service population basis. Some fiscal impacts are projected based on other factors, such as per unit or per acre, based on the available data. General fund revenue and cost factors are estimated by dividing the Fiscal Year (FY) 2013/2014 adjusted budget categories by the City's resident population, employment, total service population, or acres where appropriate. Table 6-1 provides the City's general assumptions for this fiscal analysis.

#### **Population**

Rialto's total population of 101,429 is based on the State Department of Finance (DOF) estimate as of January 1, 2014. The City population estimate is used for projecting certain revenues and costs on a per capita basis, such as State subvented gas taxes.

#### **Employment**

For fiscal factors that are impacted by only employment, such as business license taxes, the City's total employment is used as the basis for calculating the factor. Total employment for the City is estimated at 24,590. Payroll jobs for 2011 are estimated at 22,468 based on the

**Table 6-1**  
**City Population, Housing and Employment Assumptions**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**

Assumption	Description
	<b><u>Population and Housing</u></b> <sup>1</sup>
100,982	Household Population
447	<u>Group Quarters Population</u>
101,429	Total Population
	<b><u>Employment</u></b> <sup>2</sup>
22,468	Estimated Payroll Jobs
2,121	<u>Additional Estimated Self-Employed</u>
24,590	Total Estimated City Employment
11,234	Employment Weighted at 50% (excludes self-employed) <sup>3</sup>
	<b><u>Population and Employment</u></b>
112,663	Service Population (Population + Weighted Employment)

- Note: 1. Population and housing estimates are from the California Department of Finance (DOF) for January 1, 2014
2. Annual payroll jobs for 2011 are estimated based on data on primary jobs obtained from Census LEHD adjusted for all payroll jobs based on the relationship between 2008 LEHD primary jobs and 2008 EDD total payroll jobs. Estimated rates of self-employed by industry for San Bernardino County are calculated from the Census American Community Survey (ACS) 2009-2011 Public Use Microdata Sample, (PUMS), as shown in Appendix Table B-1.
3. This analysis has weighted the employment at 50% to account for the estimated less frequent use of City services by employment versus population. The self-employed are not included because these jobs are assumed to be represented in the population estimate.

Sources: Stanley R. Hoffman Associates, Inc.

State of California, Department of Finance, *E-5 City/County Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011-2014*, Sacramento, May 2014

City of Rialto, Economic Development Department

California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, City of Rialto, 2008*

Census Longitudinal Employer-Household Dynamic (LEHD) program, 2008 and 2011

Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

relationship between the 2008 Census Longitudinal Employer-Household Dynamic (LEHD) and 2008 jobs provided by the City from the California Employment Development Department (EDD). Based on the Census 2009-2011 American Community Survey (ACS) Public Use Microdata Sample (PUMS), the self-employed by industry category for San Bernardino County is applied to each EDD industry category. As shown in Appendix Table C-1, the self-employed for Rialto are estimated at 2,121. With the estimated self-employed included, total employment is estimated at 24,590 for the City.

## **Service Population**

Fiscal factors that are impacted by both population and employment growth are estimated by allocating total budgeted revenues or costs to the estimated service population. Service population includes the City's resident population plus 50 percent of the total estimated City employment. Employment is weighted at 50 percent to account for the estimated less frequent use of City services by employment versus population.

As shown in Table 6-1, the service population for the City is estimated at 112,663. The service population estimate includes the resident population of 101,429 and the weighted employment of 11,234 (50 percent of 22,468). The self-employed are not included in the weighted employment estimate because they are assumed to be represented in the household population estimate.

## **6.2 City Revenue Assumptions**

The General Fund Fiscal Year (FY) 2013/2014 adjusted revenues are presented in Appendix Table C-2. Since the adoption of the FY 2013/2014 Budget, City Council approved revenue amendments of \$3,097,443 that primarily included grants and other carry-forwards from the prior year adopted budget. Based on discussion with the City Finance Manager, these revenue amendments are not projected in the fiscal analysis. In February 2014, mid-year revenue adjustments of \$1,783,079 were made to the City Budget, and these revenue adjustments are included in the appropriate revenue category, as shown in Appendix Table C-2.

Projected recurring revenues to the City General Fund include property tax; in lieu property tax (VLF); sales and use tax; in lieu property tax (sales and use tax); property transfer tax; franchise fees; SB509 sales tax-safety; utility users tax; business licenses and permits; animal licenses and permits; fines, forfeits and penalties; County Landfill excavation charges; charges for current services; interest on investments; rents and concessions; administrative fees; transfer from Gas Tax Fund; and other transfers to the General Fund.

The revenue factors for the recurring revenues projected in the fiscal analysis are summarized in Table 6-2 and described in the remainder of this section. These factors are based on the City's Fiscal Year (FY) 2013/2014 adjusted revenues shown in Appendix Table C-2 and the City's population and service population estimates that are presented in Table 6-1.

## **Property Tax**

General Fund property tax is projected based on assessed valuation times the allocation of the

**Table 6-2**  
**General Fund Recurring Revenue Factors**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Revenue Source	FY 2013-2014 Adjusted Budget	Projection Basis <sup>1</sup>	Projection Factor <sup>1</sup>
<b>Tax Revenue</b>			
Property Taxes <sup>2</sup>	\$5,765,000	Assessed Valuation	1% Basic Tax Levy
In Lieu Property Tax (VLF)	\$8,561,000	Case Study	21.04% General Fund share of 1% levy \$1,443 per \$1,000,000 assessed valuation
Sales and Use Tax	\$7,849,000	Taxable Sales	75% of 1% of projected sales and use tax
In Lieu Property Tax (Sales Tax)	\$2,588,000	Taxable Sales	25% of 1% of projected sales and use tax
Use Tax Factor		Use Tax as Percent of Sales Tax	11.2% of sales tax
Property Transfer Tax	\$250,000	Property turnover and valuation assumptions	5.0% Residential turnover rate 5.0% Non-residential turnover rate \$0.55 per \$1,000 assessed valuation
Franchise Fees	\$3,130,000	Service Population = 112,663	\$27.78 per service population
SB509 Sales Tax-Safety	\$485,000	Population = 101,429	\$4.78 per capita
Utility User Tax	\$11,800,000	Service Population = 112,663	\$104.74 per service population
<b>Licenses and Permits</b>			
Business/Contractors/Truckers Licenses	\$1,777,000	Employment = 24,590	\$72.27 per employee
Dog Licenses	\$155,000	Population = 101,429	\$1.53 per capita
<b>Fines, Forfeits &amp; Penalties</b>	\$484,000	Service Population = 112,663	\$4.30 per service population
<b>Revenue From Other Agencies</b>			
Motor Vehicle in Lieu Tax	\$0	Population = 101,429	\$0.00 per capita
County LF Excavation Charges <sup>3</sup>	\$240,000	Service Population = 112,663	\$2.13 per service population
<b>Charges for Current Services</b>			
Animal Control Fees	\$13,000	Population = 101,429	\$0.13 per capita
Other Police Related Fees <sup>4</sup>	\$297,433	Service Population = 112,663	\$2.64 per service population
Fire Related Inspections <sup>5</sup>	\$300,000	Population = 101,429	\$2.96 per capita
Ambulance Service Fees/Subscriptions	\$1,860,000	Service Population = 112,663	\$16.51 per service population
Weed & Lot Cleaning	\$98,000	Service Population = 112,663	\$0.87 per service population
Other Current Services	\$4,100	Service Population = 112,663	\$0.04 per service population
<b>Interest on Investments</b>	\$358,850	Percent of Recurring Revenues	0.69% of projected recurring revenues
<b>Rents &amp; Concessions</b>	\$221,000	Service Population = 112,663	\$1.96 per service population
<b>Administrative/Passport/Misc. Fees</b>	\$605,150	Population = 101,429	\$5.97 per capita
<b>Transfers In</b>			
Gas Tax Fund Transfer	\$1,496,080	Population = 101,429	\$14.75 per capita
Other Transfers <sup>6</sup>	\$3,730,114	Population = 101,429	\$36.78 per capita

- Note: 1. For fiscal factors that are based on population and employment, an estimated resident equivalent factor is applied, which represents the total population plus 50 percent of the total employment estimate.
2. The fiscal analysis projects property tax to the General Fund at the Citywide average of 21.04% percent of the basic 1% levy for assessed value, based on the LAFCO analysis cited below.
3. This revenue is provided by City administrative staff, and represents the estimated share of total County Landfill revenues that are contributed from disposal by City residents.
4. The other police related fees category includes crime report copying, fingerprinting, reproduction charges, police false alarm responses, accident reports, general services, impound fees and crime analysis charges.
5. Fire related inspections include inspections for multi-family rentals.
6. The other transfers in category includes transfers to the General Fund from other funds, such as engineering, CFDs, CDBG and water.

Sources: Stanley R. Hoffman Associates, Inc.

Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015  
City of Rialto, *Budget Fiscal Year 2013/2014*  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*  
City of Rialto, Administrative, Finance, Economic Development and Public Works Departments  
State of California, Department of Finance, *E-5 City/County Population and Housing Estimates for Cities, Counties and the State, January 1, 2011-2014*, Sacramento, May 2014  
California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, City of Rialto, 2008*  
Census Longitudinal Employer-Household Dynamic (LEHD) program, 2008 and 2011  
Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

City's basic one percent property tax levy for the tax rate area (TRA) in which a property is located. All five North Rialto Island areas are within TRA 106039, and Appendix Table C-3 presents the allocations to agencies and districts. Based on the LAFCO fiscal analysis, upon annexation of the islands, the City of Rialto will receive the current allocations for the detaching fire district and CSA SL-1, or 21.04 percent of the basic one percent property tax levy.

### **In Lieu Property Tax (VLF)**

Cities and counties began receiving additional property tax revenue to replace vehicle license fee (VLF) revenue that was lowered when the state reduced the vehicle license tax in 2004. This property tax in lieu of VLF is projected to grow with the change in the Citywide gross assessed valuation (AV) of taxable property from the prior year. Property tax in lieu of VLF revenue is allocated in addition to other property tax apportionments.

As shown in Appendix Table C-4, the property tax in lieu of VLF in the City is projected to increase at \$1,443 per million dollars of new assessed valuation (AV). This factor is based on the change in AV and the change in property tax in lieu of VLF in the City over the period from fiscal year 2004-2005 to fiscal year 2013-2014. The change over the period from fiscal year 2004-2005 to fiscal year 2013-2014 is used to represent an average of the economic upturns and downturns.

For areas annexing into the City, the existing assessed valuation is not considered part of the increase in assessed valuation. After annexation, only valuation for new development within the annexed areas is considered part of the increase in assessed valuation.

### **Sales and Use Tax**

As part of the total sales tax levied by the State, all cities and counties in the State generally receive a basic one percent (1.0 percent) sales tax and have the option to levy additional sales taxes under certain circumstances. In addition to sales tax revenue, the City receives revenues from the use tax, which is levied on shipments into the state and on construction materials for new residential and non-residential development not allocated to a situs location. Use tax is allocated by the State Board of Equalization (BOE) to counties and cities based on each jurisdiction's proportion of countywide and statewide direct taxable sales.

Appendix Table C-5 presents the City sales and use tax for calendar year 2013 provided by Hinderliter de Llamas and Associates (HdL). HdL estimates that \$1,070,015 of total sales and

use tax was made from levies designated as use tax and the remaining \$9,519,326 of the sales and use tax was point-of-sale sales tax. Therefore, use tax revenues to the City of Rialto are estimated at an additional 11.2 percent of point-of-sale, sales tax.

Prior to 2016, sales and use tax was projected at 75.0 percent of the total sales and use tax generated because the State had reduced the local sales tax allocation (1.0 percent) by 25.0 percent and replaced this with a dollar-for-dollar allocation of local property tax from County's ERAF funds. In 2016, the allocation from County ERAF funds will end and the City will receive its entire 1.0 percent share of generated taxable sales.

### **Real Property Transfer Tax**

Sales of real property are taxed by San Bernardino County at a rate of \$1.10 per \$1,000 of property value. For property located in the City, property transfer tax is divided equally between the City and the County, with the City receiving \$0.55 per \$1,000 of transferred property value. Based on the U.S. Census Bureau, 2008-2012 American Community Survey, residential development in the City is assumed to change ownership at an average rate of about 5.0 percent per year (Appendix Table C-6). While change of ownership data is not available for businesses, they are also assumed to change ownership at an average rate of 5.0 percent per year.

### **Franchise Fees**

The City receives a franchise fee from telephone/mobile, natural gas, electricity, water, cable/satellite and wastewater businesses within Rialto for use of public rights-of-way. Based on the City Fiscal Year (FY) 2013-2014 adjusted franchise revenues of \$3,130,000, franchise taxes are projected at \$27.78 per service population (112,663), as shown in Table 6-2.

### **SB509 Sales Tax – Safety**

These revenues are projected at \$4.78 per capita based on the City FY 2013/2014 adjusted revenue amount of \$485,000 and the population estimate of 101,429.

### **Utility Users Tax**

Rialto levies a utility users tax on the sale of electricity, natural gas, telephone/mobile, water, wastewater and cable/satellite services within the City. As shown in Table 6-2, based on the City FY 2013/2014 adjusted revenue amount of \$11,800,000 and the City's estimated service population of 112,663, utility users taxes are projected at \$104.74 per service population. This tax will sunset in 2018 unless it is renewed by a majority vote of the residents of Rialto.

## **Licenses and Permits**

Business/contractors/truckers licenses and dog licenses are included in this category.

**Business Licenses.** Business/contractors/truckers licenses are projected at \$72.27 per employee based on FY 2013/2014 adjusted business license revenues of \$1,777,000 and the City employment estimate of 24,590.

**Dog Licenses.** Dog licenses are projected at \$1.53 per capita based on the FY 2013/2014 adjusted revenue amount of \$155,000 and the existing City population estimate of 101,429. These projected revenues are combined with projected animal control fees in the projected fiscal impacts for the annexation.

## **Fines, Forfeits and Penalties**

As shown in Table 6-2, these revenues are projected at \$4.30 per service population based on FY 2013/2014 adjusted revenues of \$484,000 thousand and the service population estimate of 112,663. Revenues in this category include parking fines, court fines, and other fines/forfeits/penalties.

## **County Landfill Charges**

City Finance Department staff estimates that about 10 percent of the FY 2013/2014 adjusted County landfill revenues of \$2,400,000, or \$240,000, are from disposal fees from City residents. Based on this estimate of \$240,000 of revenues and the City's estimated service population of 112,663, these revenues are projected at \$2.13 per service population, as shown in Table 6-2.

Based on discussion with the City Finance Manager, these revenues are the City's portion of tonnage fees collected at the County-owned landfill located in the City. The City's waste hauler, Burrtec Industries, has an exclusive franchise with the City and part of the franchise agreement is that Burrtec Industries will dispose of the waste collected from City residents at the County-owned landfill located in the City. Therefore, these revenues are assumed to increase with the growth planned for the North Rialto Islands Annexation Area.

## **Charges for Current Services**

Current service charges include animal control, other police department fees, ambulance service fees/subscriptions, weed and lot cleaning and other current services. Based on the City adjusted revenue amounts these revenues for current services are projected as follows.

**Animal Control Fees.** These fees are projected at \$0.13 per capita based on revenues of \$13,000 and the current city population estimate of 101,429. Projected animal control fees are combined with future dog licenses in the projected fiscal impacts for the annexation.

**Other Police Related Fees.** These revenues are projected at \$2.64 per service population based on FY 2013/2014 adjusted revenues of \$297,433 and the estimated current City service population of 112,663.

**Ambulance Service Fees/Subscriptions.** These revenues are projected at \$16.51 per service population based on FY 2013/2014 adjusted revenues of \$1,860,000 and the estimated current City service population, as shown in Table 6-2.

**Weed and Lot Cleaning Fees.** These revenues are projected at \$0.87 per service population based on FY 2013/2014 revenues of \$98,000 and the estimated current City service population.

**Other Current Services.** These revenues are not projected because of the small amount of \$500 in the FY 2013/2014 adjusted revenues.

### **Interest on Investments**

These revenues are projected at 0.69 percent of the projected recurring General Fund revenues in the fiscal analysis based on FY 2013/2014 adjusted estimated interest earnings of \$358,850 and non-interest General Fund projected recurring revenues of \$52,715,300.

### **Rents and Concessions**

As shown in Table 6-2, these revenues are projected at \$1.96 per service population based on FY 2013/2014 adjusted revenues of \$221,000 and the City service population estimate of 112,663.

### **Administrative, Passport and Miscellaneous Fees**

These revenues are projected at \$5.97 per capita based on FY 2013/2014 adjusted revenues of \$605,150 and the City population estimate of 101,429.

### **Transfers In**

These revenues include transfers to the City General Fund from the Gas Tax Fund and other appropriate City funds.

**Gas Tax Fund Transfer.** Gas tax revenues are earmarked for road related costs, including capital and maintenance functions. State gasoline taxes transferred to the General Fund are projected at \$14.75 per capita based on the FY 2013/2014 adjusted revenue amount of \$1,496,080 and the City population estimate of 101,429.

**Other Transfers.** These revenues include transfers to the General Fund from other funds, such as engineering, community facility districts (CFDs), Community Development Block Grant (CDBG), landscaping maintenance and water. As shown in Table 6-2, other transfers to the General Fund are projected at \$36.78 per capita based on the FY 2013/2014 adjusted revenue amount of \$3,730,114 and the City's estimated population.

### **6.3 City Cost Assumptions**

The General Fund cost factors that are used in preparing the fiscal analysis for the North Rialto Islands Annexation are presented in Table 6-3. These factors are based on the adjustments to the City's Fiscal Year (FY) 2013/2014 Budget shown in Table 6-4 and the City's population and service population estimates that are presented in Table 6-1.

Since the adoption of the FY 2013/2014 Budget, City Council approved expense amendments of \$4,624,853 that primarily included grants and other carry-forwards from the prior year adopted budget. Based on discussion with the City Finance Manager these amendments are not projected in the fiscal analysis. In February 2014, mid-year expense adjustments of \$545,599 were made to the City Budget, primarily for liability insurance and other general government expenditures. The mid-year expense adjustments of \$545,599 are included in the fiscal analysis as general government costs. In addition, City administrative staff made increases to fire, police and public works costs in order to reflect a budget with normalized staffing and service levels.

Projected General Fund expenditures include general government, or overhead functions, and the following non-general government services of fire, police, recreation, development services, and public works. The fiscal analysis also projects contingency costs at 5 percent of recurring costs and includes the projected street maintenance cost funded through the City Gas Tax Fund.

#### **General Government**

General government costs such as City Administrator, City Council, City Clerk, City Treasurer, Human Resources, Finance, the City Cemetery and Non-Departmental expenditures, provide overhead services that cannot be directly linked to a specific department. General government costs include administration and support of departmental line costs such as police, fire and public works. These costs are usually viewed as citywide overhead and are projected using an overhead rate applied to departmental line costs.

As shown in Panel B of Table 6-4, FY 2013/2014 revised general government costs of \$9,151,138 represent about 15.6 percent of revised direct line costs of \$58,652,910. However, overhead costs are not assumed to increase on a one-to-one basis for new development. Based on discussion with City staff, general government costs are projected at a marginal rate of 75 percent, or at 11.7 percent of direct costs.

**Table 6-3**  
**General Fund Recurring Cost Factors**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Cost Category	FY 2013-2014 Budget		Projection Basis <sup>1</sup>	Cost Factor <sup>1</sup>
	Total	Adjusted		
<b>GENERAL FUND</b>				
General Government	\$9,151,138	\$6,863,354	Percent of General Fund Costs	11.7% of direct department costs, at a 75% marginal rate
Fire	\$15,488,832	\$16,888,832	Service Population = 112,663	\$149.91 per service population
Police	\$25,002,777	\$27,402,777	Service Population = 112,663	\$243.23 per service population
Recreation	\$1,258,356	\$1,258,356	Population = 101,429	\$12.41 per capita
Development Services:				
Engineering <sup>2</sup>	\$1,973,988	\$444,942	Service Population = 112,663	\$3.95 per service population
Business Licensing	\$136,026	\$136,026	Employment = 24,590	\$5.53 per employee
Code Enforcement <sup>3</sup>	\$826,337	\$775,337	Service Population = 112,663	\$6.88 per service population
Public Works:				
Public Works Administration	\$392,720	\$488,897	Service Population = 112,663	\$4.34 per service population
Community Building Maintenance	\$984,338	\$1,225,403	Service Population = 112,663	\$10.88 per service population
Park Maintenance <sup>4</sup>	\$2,319,939	\$2,888,092	City Park Acres = 134	\$21,600 per acre
Graffiti Removal	\$102,880	\$128,075	Service Population = 112,663	\$1.14 per service population
Engineering Services and Projects <sup>5</sup>	\$1,440,648	\$337,848	Service Population = 112,663	\$3.00 per service population
Street Maintenance - MOE	\$2,168,835	\$2,699,983	Service Population = 112,663	\$23.97 per service population
Traffic Safety	\$709,954	\$883,822	Service Population = 112,663	\$7.84 per service population
Storm Drain Program	\$330,688	\$411,674	Service Population = 112,663	\$3.65 per service population
Contingency	n/a	n/a	Case Study	5.0% of total recurring costs
<b>GAS TAX FUND</b>				
Street Maintenance <sup>6</sup>	\$1,496,080	\$1,496,080	Service Population = 112,663	\$13.28 per service population

- Note: 1. For cost factors that are based on population and employment, the estimated Rialto service population is used to calculate the cost factor. The service population factor is applied to the estimated North Rialto Islands service population.
2. Net development services - engineering costs of \$444,942 are the budgeted costs of \$1,973,988 minus projected one-time fees, permits, and charges for services revenues of \$1,529,046, as shown in Panel A of Table C-7.
3. Net code enforcement costs of \$775,337 are the budgeted costs of \$826,337 minus projected one-time charges for services of \$51,000, as shown in Panel B of Table C-7.
4. Based on the park maintenance cost in the City budget and the 134 City park acres, park costs are projected at \$21,600 per acre.
5. Net public works engineering services and projects costs of \$337,848 are the service level adjusted budget costs of \$1,440,648 minus projected one-time fees for services revenues of \$1,102,800, as shown in Table C-8.
6. Traffic/street sweeping/street maintenance funding is provided through the Gas Tax Fund. According to the City's Fiscal Policy for New Development and Annexations, the City requires that new development annex into Landscaping and Lighting Maintenance District No. 2, or other appropriate financing district, for landscape maintenance of arterials and street lighting.

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, *Budget Fiscal Year 2013/2014*  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*  
City of Rialto, Administrative, Finance, Economic Development and Public Works Departments  
State of California, Department of Finance, *E-5 City/County Population and Housing Estimates for Cities, Counties and the State, January 1, 2011-2014*, Sacramento, May 2014  
City of Rialto, Administrative, Finance, Economic Development and Public Works Departments  
California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, Rialto*  
Census Longitudinal Employer-Household Dynamic (LEHD) program, 2008 and 2011  
Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

**Table 6-4**  
**Calculation of City General Government Overhead Rate**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

**A. CURRENT GENERAL FUND EXPENDITURES AND OVERHEAD RATE**

General Fund Expenditures	Fiscal Year 2013/2014				Revised Expenditure Amount		
	Adopted Budget	Budget Amendments and Mid-Year Adjustments <sup>1</sup>	Service Level Budget Adjustments <sup>2</sup>	Total Revised Budget	Not Projected in Fiscal Analysis <sup>1</sup>	General Government	Non-General Government
<b>General Government</b>							
City Administrator	\$560,592	\$0	\$0	\$560,592		\$560,592	
City Council	313,525	0	0	313,525		313,525	
City Clerk	1,017,145	0	0	1,017,145		1,017,145	
City Treasurer	323,057	0	0	323,057		323,057	
Human Resources	526,119	0	0	526,119		526,119	
Finance	1,536,026	0	0	1,536,026		1,536,026	
Cemetery	12,400	0	0	12,400		12,400	
Non-Department Expenditures	4,316,675	0	0	4,316,675		4,316,675	
Budget Amendments: Grants and Carry-Forwards <sup>3</sup>	0	4,624,853	0	4,624,853	\$4,624,853		
Mid-Year Budget Adjustment	0	545,599	0	545,599		545,599	
<b>Non-General Government</b>							
Engineering and Development Services	\$1,973,988	\$0	\$0	\$1,973,988			\$1,973,988
Development Services - Business Licensing	136,026	0	0	136,026			136,026
Development Services - Code Enforcement	826,337	0	0	826,337			826,337
Fire	15,488,832	0	1,400,000	16,888,832			16,888,832
Police	25,002,777	0	2,400,000	27,402,777			27,402,777
Public Works:							
Administration	392,720	0	96,177	488,897			488,897
Building Maintenance	733,188	0	179,558	912,746			912,746
Park Maintenance	2,319,939	0	568,153	2,888,092			2,888,092
Graffiti	102,880	0	25,195	128,075			128,075
Community Buildings	251,150	0	61,507	312,657			312,657
Engineering Services	737,854	0	180,701	918,555			918,555
Engineering - Projects	419,386	0	102,708	522,094			522,094
Street Maintenance/Street Sweeping/Traffic Signals	2,168,835	0	531,148	2,699,983			2,699,983
Traffic Safety	709,954	0	173,868	883,822			883,822
Storm Drain Program	330,688	0	80,986	411,674			411,674
Public Works Total	8,166,594	0	2,000,000	10,166,594			10,166,594
Recreation	1,258,356	0	0	1,258,356			1,258,356
Landscape maintenance	0	0	0	0			0
<b>GRAND TOTAL GENERAL FUND</b>	<b>\$61,458,449</b>	<b>\$5,170,452</b>	<b>\$5,800,000</b>	<b>\$72,428,901</b>	<b>\$4,624,853</b>	<b>\$9,151,138</b>	<b>\$58,652,910</b>

**B. GENERAL FUND OVERHEAD RATE**

**Current General Government Overhead Rate**

General Government Expenditures		\$9,151,138
Direct General Fund Expenditures		\$58,652,910
Current General Government Overhead Rate	divided by equals	15.6%
<b>Overhead Rate At 75% Marginal Increase</b>		<b>11.7%</b>

- Note: 1. Since the adoption of the Fiscal Year (FY) 2013/2014 Budget, City Council approved expense amendments of about \$4.6 million that primarily included grants and carry-forwards. Based on discussion with the City Finance Manager, these expense amendments of \$4.6 million are not projected in the fiscal analysis. In February 2014, mid-year expense adjustments of \$545,599 were made to the City Budget, primarily for liability insurance and other general government expenditures. These mid-year expense adjustments of \$545,599 are included in the fiscal analysis as general government costs.
2. The City administrative staff have provided cost estimates that would restore staff levels in police, fire and public works departments to 2010 service levels.

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, *Budget Fiscal Year 2013/2014*  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*  
City of Rialto, City Administrator and Development Services Department

## **Fire**

As shown previously in Table 6-3, fire protection costs are projected at \$149.91 per service population based on FY 2013/2014 revised expenditures of \$16,888,832 and the City's estimated 112,663 service population.

## **Police**

Police costs are projected at \$243.23 per service population, as shown in Table 6-3, based on FY 2013/2014 revised expenditures of \$27,402,777 and the City's service population estimate of 112,663.

## **Recreation**

As shown in Table 6-3, recreation costs are projected at \$12.41 per capita based on FY 2013/2014 expenditures of \$1,258,356 and the City's population estimate of 101,429.

## **Development Services**

Development services include engineering, business licensing and code enforcement. Based on the City FY 2013/2014 amounts these revenues for development services are projected as follows.

**Engineering.** Based on FY 2013/2014 net engineering costs of \$444,942 and the City service population estimate of 112,663, non-fee supported costs for engineering are estimated at \$3.95 per service population. As shown in Table 6-3, the total General Fund engineering costs of \$1,973,988 are offset by one-time development related permit and fee revenues of \$1,529,046. Panel A of Appendix Table C-7 presents the calculation of the net engineering cost factor.

**Business Licensing.** Non-fee supported business licensing costs are estimated at \$5.53 per employee based on FY 2013/2014 business licensing costs of \$136,026 and the City employment estimate of 24,590.

**Code Enforcement.** Code enforcement costs are projected at \$6.88 per service population based on FY 2013/2014 net code enforcement costs of \$775,337 and the City's service population estimate of 112,663. As shown in Table 6-3, budgeted code enforcement costs of \$826,337 are offset by one-time development related permit and fee revenues of \$51,000. Panel B of Appendix Table C-7 presents the calculation of the net code enforcement cost factor.

## **Public Works**

Public works costs include department administration, community building maintenance, park maintenance, graffiti removal, engineering services and projects, street maintenance/street sweeping/traffic signals, traffic safety and storm drain program costs.

**Administration.** As shown previously in Table 6-3, public works administration costs are projected at \$4.34 per service population based on FY 2013/2014 revised costs of \$488,897 and the City service population estimate of 112,663.

**Community Building Maintenance.** Public works community building maintenance and operations costs are projected at \$10.88 per service population. These costs are based on FY 2013/2014 adjusted budget costs of \$1,225,403 and the current City service population.

**Park Maintenance.** Citywide public works park maintenance costs are projected at \$21,600 per acre. This cost factor is based on FY 2013/2014 adjusted budget costs of \$2,888,092 for park maintenance for the existing 134 City park acres.

**Graffiti Removal.** Public works costs for graffiti removal are projected at \$1.14 per service population. This factor is based on the FY 2013/2014 adjusted budget amount of \$128,075 and the City service population estimate of 112,663, as shown in Table 6-3.

**Engineering Services and Projects.** Based on adjusted FY 2013/2014 public works net engineering costs of \$337,848 and the City service population estimate of 112,663, non-fee supported costs for engineering are estimated at \$3.00 per service population. Total General Fund public works engineering costs of \$1,440,648 are offset by one-time development related permit and fee revenues of \$1,102,800, as shown in Appendix Table C-8.

**Street Maintenance/Street Sweeping/Traffic Signals.** Based on FY 2013/2014 adjusted costs of \$2,699,983 and the City service population estimate of 112,663, General Fund street maintenance/street sweeping/traffic signal costs are estimated at \$23.97 per service population, as shown in Table 6-3.

**Traffic Safety.** Public works costs for traffic safety are projected at \$7.84 per service population. This factor is based on the FY 2013/2014 adjusted budget amount of \$883,822 and the City service population estimate of 112,663.

**Storm Drain Program.** Costs for the public works storm drain program are projected at \$3.65 per service population based on FY 2013/2014 adjusted costs of \$411,674 and the current City service population estimate of 112,663.

## **Contingency**

The fiscal analysis assumes a 5 percent contingency cost factor, based on discussion with city finance staff, to account for unanticipated costs that may be incurred due to economic and State Budget uncertainties. The 5 percent contingency factor is applied to the projected total costs, including general government.

## **Gas Tax Fund**

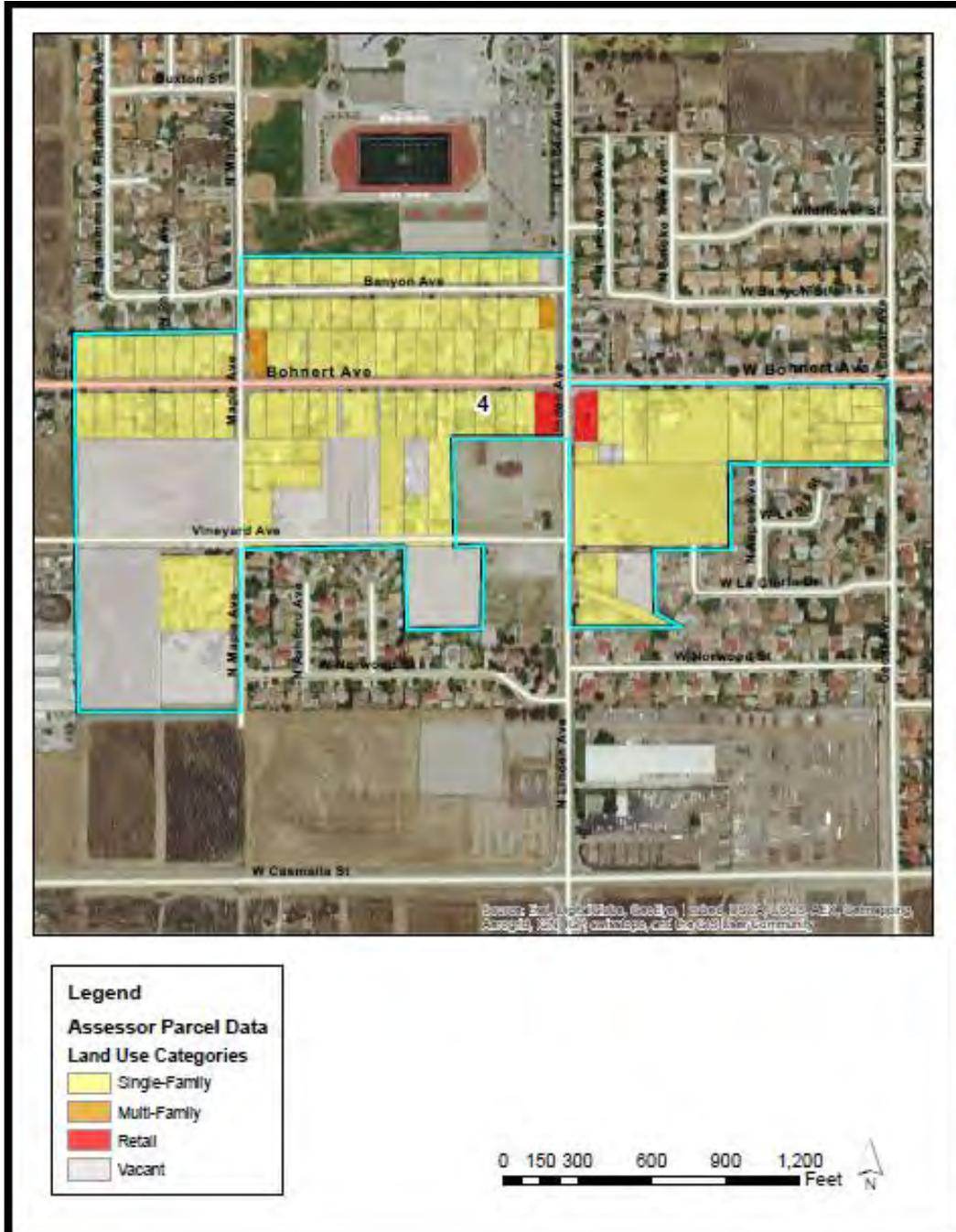
As shown previously in Table 6-3, part of the funding for Citywide traffic safety operations, street maintenance, street sweeping and traffic signals costs are provided through the Gas Tax Fund. The costs funded through the Gas Tax Fund are projected at \$13.28 per service population based on FY 2013/2014 budget costs of \$1,496,080 and the City service population estimate of 112,663.







**Figure A-4  
Island 4 Map  
North Rialto Islands Annexation Plan for Service and Fiscal Analysis  
City of Rialto**





**Table A-1**  
**Existing Development Description by Island Area**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**

Category	Existing Development <sup>1</sup>					Total
	Island 1	Island 2	Island 3	Island 4	Island 5	
<b>A. ACRES</b>	2	24	59	74	81	240
<b>B. PARCEL SQUARE FEET BY LAND USE</b>						
Single Family	20,018	735,684	1,744,525	1,974,124	2,264,365	6,738,716
Multi-Family	0	0	0	22,374	0	22,374
Retail Commercial	0	0	0	17,998	0	17,998
Service Commercial				19,352	0	19,352
Vacant	0	0	13,462	1,021,456	0	1,034,918
Total Square Feet	20,018	735,684	1,757,987	3,055,304	2,264,365	7,833,358
<b>C. RESIDENTIAL DEVELOPMENT</b>						
<u>Units</u>	2	94	127	101	271	595
<u>Households (Occupied Units @ 7% Vacancy)</u>	1	76	125	110	241	553
Estimated Population	4	276	458	526	986	2,250
<i>Estimated LAFCO PPH</i>	4.00	3.63	3.66	4.78	4.09	4.07
<b>D. NON-RESIDENTIAL DEVELOPMENT</b>						
<b><u>Building Square Feet (@ 0.20 FAR)</u></b>						
Retail Commercial	0	0	0	3,600	0	3,600
Service Commercial	0	0	0	3,870	0	3,870
Total Building Square Feet	0	0	0	7,470	0	7,470
<b><u>Estimated Employment</u></b>						
Retail Commercial @ 500 sq. ft. per employee	0	0	0	7	0	7
Service Commercial @ 1,200 sq. ft. per employee	0	0	0	3	0	3
Estimated Employment	0	0	0	10	0	10
<b>E. ESTIMATED SERVICE POPULATION <sup>3</sup></b>						
Population	4	276	458	526	986	2,250
Employment at 50%	0	0	0	5	0	5
Total Service Population	4	276	458	531	986	2,255

Note: 1. Existing acres, households and population by Island areas are provided by LAFCO as presented in the report cited below. Non-residential square feet is from the County assessor parcel number (APN) file. Employment is estimated by the fiscal consultant.

2. This analysis has weighted the employment at 50% to account for the estimated less frequent use of City services by employment versus population.

Sources: Stanley R. Hoffman Associates, Inc.

Local Agency Formation Commission for San Bernardino County, *Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3...*, December 8, 2015

City of Rialto, Assistant City Administrator/Development Services Director

**Table A-2**  
**Estimated Future Units**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**

LAFCO Island Number	COUNTY PARCEL FILE				SRHA ESTIMATE	
	APN	Land Use Code	Parcel Size (square feet)	Buildable Square Feet (@ 90% of total)	Estimated Units (@ average of 7,700 square feet per lot) <sup>1</sup>	Comment
3	026414128	Vacant	5,130	4,617	1	while less than 7,700 sq. ft., a unit would fit this parcel
3	026438307	Vacant	311	280	0	
3	026438308	Vacant	311	280	0	
3	026438309	Vacant	340	306	0	
3	026438310	Vacant	314	283	0	
3	026458111	Vacant	7,056	6,350	0	this lot is part of residence at 2040 N. Apple Ave.
Subtotal					1	
4	113317105	Vacant	1,899	1,709	0	
4	113317147	Vacant	8,045	7,241	1	while less than 7,700 sq. ft., a unit would fit this parcel
4	113320104	Vacant	290,341	261,307	33	
4	113321102	Vacant	61,970	55,773	7	
4	113321107	Vacant	16,488	14,839	2	
4	113321108	Vacant	21,977	19,779	2	
4	113321111	Vacant	22,966	20,670	2	
4	113321119	Vacant	3,797	3,417	0	
4	113321121	Vacant	1,899	1,709	0	
4	113321131	Vacant	49,434	44,490	5	
4	113322102	Vacant	218,315	196,483	25	
4	113322107	Vacant	179,751	161,776	21	
4	113323103	Vacant	102,732	92,459	0	public parcel - no units
4	113345116	Vacant	1,429	1,286	0	
4	113345119	Vacant	7,497	6,747	1	
4	113347125	Vacant	32,918	29,626	4	
Subtotal					103	
<b>TOTAL</b>					<b>104</b>	

Note: 1. Units are estimated based on a density of about 7,700 square feet per lot, as provided by City staff. When the calculation results in a fraction, the result is rounded down to the whole number.

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County  
City of Rialto, Assistant City Administrator/Development Services Director

**Table A-3**  
**Existing Assessed Valuation, Property Tax and Sales Tax by Island Area**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2016 Dollars)

Category	Existing Development					Total
	Island 1	Island 2	Island 3	Island 4	Island 5	
<b>A. ESTIMATED ASSESSED VALUATION AND PROPERTY TAX</b>						
Total Estimated Assessed Valuation	\$151,337	\$15,929,418	\$23,696,269	\$16,154,640	\$39,682,548	\$95,614,212
<i>minus</i> Exemptions (homeowner and other)	\$14,000	\$435,961	\$560,380	\$238,678	\$990,944	\$2,239,963
<i>equals</i> Net Estimated Assessed Valuation	\$137,337	\$15,493,457	\$23,135,889	\$15,915,962	\$38,691,604	\$93,374,249
<i>times</i> 1% Property Tax Levy	\$1,373	\$154,935	\$231,359	\$159,160	\$386,916	\$933,742
<i>times</i> City General Fund Share of 1% Levy	21.04%	21.04%	21.04%	21.04%	21.04%	21.04%
<i>equals</i> <b>Projected City General Fund Property Tax</b> (@ 21.04 of 1% levy)	<b>\$289</b>	<b>\$32,604</b>	<b>\$48,686</b>	<b>\$33,493</b>	<b>\$81,420</b>	<b>\$196,492</b>
<b>B. ESTIMATED ON-SITE SALES AND USE TAX</b>						
Retail (Corner Market/Deli) Square Feet	0	0	0	3,600	0	3,600
Retail Taxable Sales (@ \$200 per square foot taxable sales)	\$0	\$0	\$0	\$791,912	\$0	\$791,912
Retail Sales Tax (@ 1% of taxable sales)	\$0	\$0	\$0	\$7,919	\$0	\$7,919
<i>plus</i> Use Tax (@ 11.5% of sales tax)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$911</u>	<u>\$0</u>	<u>\$911</u>
Total On-Site Sales and Use Tax	\$0	\$0	\$0	\$8,830	\$0	\$8,830

Sources: Stanley R. Hoffman Associates, Inc.  
Local Agency Formation Commission for San Bernardino County, Agenda Item #7 -- Presentation Required Pursuant to Section IV - Application Processing, Policy 11 - Island Annexation Pursuant to Government Code Section 56375.3..., December 8, 2015  
City of Rialto, Assistant City Administrator/Development Services Director

## APPENDIX B DETAILED FISCAL IMPACTS OF ISLANDS, EXISTING DEVELOPMENT

**Table B-1**  
**Detailed Projected Recurring Fiscal Impacts: With Utility Users Tax, Existing Development**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	With Utility User Tax					Total Existing
	Existing Development					
	Island 1	Island 2	Island 3	Island 4	Island 5	
<b>Recurring Revenues</b>						
Property tax	\$289	\$32,604	\$48,686	\$33,493	\$81,420	\$196,492
On-site retail sales and use tax	0	0	0	8,830	0	8,830
Property transfer tax-turnover	4	426	636	438	1,064	2,568
In lieu property tax (VLF)	0	0	0	0	0	0
Franchise fees	111	7,667	12,723	14,751	27,391	62,643
Proposition 172 Sales Tax-Public Safety	19	1,319	2,189	2,514	4,713	10,754
Utility users tax	419	28,908	47,971	55,617	103,274	236,189
Business licenses	0	0	0	723	0	723
Animal licenses and fees	7	458	760	873	1,637	3,735
Fines, forfeits and penalties	17	1,187	1,969	2,283	4,240	9,696
County LF excavation charges	9	588	976	1,131	2,100	4,804
Current services	92	6,354	10,543	12,209	22,698	51,896
Rents and concessions	8	541	898	1,041	1,933	4,421
Administrative/passport/misc. fees	24	1,648	2,734	3,140	5,886	13,432
Transfer from Gas Tax Fund	59	4,071	6,756	7,759	14,544	33,189
Other transfers	147	10,151	16,845	19,346	36,265	82,754
Interest on invested revenues	8	666	1,066	1,139	2,132	5,011
Total Projected Revenues	\$1,213	\$96,588	\$154,752	\$165,286	\$309,297	\$727,136
<b>Recurring Costs</b>						
Fire protection	\$600	\$41,375	\$68,659	\$79,602	\$147,811	\$338,047
Police protection	973	67,131	111,399	129,155	239,825	548,483
Development services-engineering	16	1,090	1,809	2,097	3,895	8,907
Development services-business licensing	0	0	0	55	0	55
Development services-code enforcement	28	1,899	3,151	3,653	6,784	15,514
Public works-administration	17	1,198	1,988	2,305	4,279	9,787
Public works-engineering services & projects	12	828	1,374	1,593	2,958	6,765
Public works-park maintenance	0	0	0	0	0	0
Public works-street maintenance/traffic signals	96	6,616	10,978	12,728	23,634	54,052
Public works-graffiti removal	5	315	522	605	1,124	2,571
Public works-traffic safety	31	2,164	3,591	4,163	7,730	17,679
Public works-storm drain program	15	1,007	1,672	1,938	3,599	8,231
Public works-community building maintenance	44	3,003	4,983	5,777	10,728	24,535
Recreation	50	3,425	5,684	6,528	12,236	27,923
General government	221	15,218	25,253	29,277	54,366	124,335
Subtotal Recurring Costs	\$2,108	\$145,269	\$241,063	\$279,476	\$518,969	\$1,186,885
5% contingency/reserves	\$105	\$7,263	\$12,053	\$13,974	\$25,948	\$59,343
Total Recurring Costs	\$2,213	\$152,532	\$253,116	\$293,450	\$544,917	\$1,246,228
<b>Annual Net Recurring Surplus or (Deficit)</b>	<b>(\$1,000)</b>	<b>(\$55,944)</b>	<b>(\$98,364)</b>	<b>(\$128,164)</b>	<b>(\$235,620)</b>	<b>(\$519,092)</b>
<b>Revenue/Cost Ratio</b>	0.55	0.63	0.61	0.56	0.57	0.58
<b>ANNUAL SURPLUS OR (DEFICIT) PER UNIT</b>						
Number of Units	2	94	127	101	271	595
Annual Surplus or (Deficit) per Unit	(\$500)	(\$595)	(\$775)	(\$1,269)	(\$869)	(\$872)

Source: Stanley R. Hoffman Associates, Inc.

**Table B-2**  
**Detailed Projected Recurring Fiscal Impacts: No Utility Users Tax, Existing Development**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	No Utility Users Tax					
	Existing Development					
	Island 1	Island 2	Island 3	Island 4	Island 5	Total Existing
<b>Recurring Revenues</b>						
Property tax	\$289	\$32,604	\$48,686	\$33,493	\$81,420	\$196,492
On-site retail sales and use tax	0	0	0	8,830	0	8,830
Property transfer tax-turnover	4	426	636	438	1,064	2,568
In lieu property tax (VLF)	0	0	0	0	0	0
Franchise fees	111	7,667	12,723	14,751	27,391	62,643
Proposition 172 Sales Tax-Public Safety	19	1,319	2,189	2,514	4,713	10,754
Utility users tax	0	0	0	0	0	0
Business licenses	0	0	0	723	0	723
Animal licenses and fees	7	458	760	873	1,637	3,735
Fines, forfeits and penalties	17	1,187	1,969	2,283	4,240	9,696
County LF excavation charges	9	588	976	1,131	2,100	4,804
Current services	92	6,354	10,543	12,209	22,698	51,896
Rents and concessions	8	541	898	1,041	1,933	4,421
Administrative/passport/misc. fees	24	1,648	2,734	3,140	5,886	13,432
Transfer from Gas Tax Fund	59	4,071	6,756	7,759	14,544	33,189
Other transfers	147	10,151	16,845	19,346	36,265	82,754
Interest on invested revenues	<u>684</u>	<u>58,302</u>	<u>91,972</u>	<u>94,422</u>	<u>177,386</u>	<u>3,372</u>
Total Projected Revenues	\$1,470	\$125,315	\$197,687	\$202,952	\$381,277	\$489,308
<b>Recurring Costs</b>						
Fire protection	\$600	\$41,375	\$68,659	\$79,602	\$147,811	\$338,047
Police protection	973	67,131	111,399	129,155	239,825	548,483
Development services-engineering	16	1,090	1,809	2,097	3,895	8,907
Development services-business licensing	0	0	0	55	0	55
Development services-code enforcement	28	1,899	3,151	3,653	6,784	15,514
Public works-administration	17	1,198	1,988	2,305	4,279	9,787
Public works-engineering services & projects	12	828	1,374	1,593	2,958	6,765
Public works-park maintenance	0	0	0	0	0	0
Public works-street maintenance/traffic signals	96	6,616	10,978	12,728	23,634	54,052
Public works-graffiti removal	5	315	522	605	1,124	2,571
Public works-traffic safety	31	2,164	3,591	4,163	7,730	17,679
Public works-storm drain program	15	1,007	1,672	1,938	3,599	8,231
Public works-community building maintenance	44	3,003	4,983	5,777	10,728	24,535
Recreation	50	3,425	5,684	6,528	12,236	27,923
General government	<u>221</u>	<u>15,218</u>	<u>25,253</u>	<u>29,277</u>	<u>54,366</u>	<u>124,335</u>
Subtotal Recurring Costs	\$2,108	\$145,269	\$241,063	\$279,476	\$518,969	\$1,186,885
5% contingency/reserves	<u>\$105</u>	<u>\$7,263</u>	<u>\$12,053</u>	<u>\$13,974</u>	<u>\$25,948</u>	<u>\$59,343</u>
Total Recurring Costs	\$2,213	\$152,532	\$253,116	\$293,450	\$544,917	\$1,246,228
<b>Annual Net Recurring Surplus or (Deficit)</b>	<b>(\$743)</b>	<b>(\$27,217)</b>	<b>(\$55,429)</b>	<b>(\$90,498)</b>	<b>(\$163,640)</b>	<b>(\$756,920)</b>
<b>Revenue/Cost Ratio</b>	0.66	0.82	0.78	0.69	0.70	0.39
<b>ANNUAL SURPLUS OR (DEFICIT) PER UNIT</b>						
Number of Units	2	94	127	101	271	595
Annual Surplus or (Deficit) per Unit	<b>(\$372)</b>	<b>(\$290)</b>	<b>(\$436)</b>	<b>(\$896)</b>	<b>(\$604)</b>	<b>(\$1,272)</b>

Source: Stanley R. Hoffman Associates, Inc.

## APPENDIX C SUPPORTING FISCAL TABLES

**Table C-1  
City Employment Estimate  
North Rialto Islands Annexation Area  
Plan for Service and Fiscal Analysis, City of Rialto**

### A. ESTIMATED CITY EMPLOYMENT IN 2011

Category	Estimated Payroll Jobs <sup>1</sup>	Estimated Self-Employed <sup>2</sup>	Total Employment	Self-Employed Rate <sup>3</sup>
Construction	994	249	1,243	20.0%
Manufacturing	2,052	76	2,128	3.6%
Wholesale Trade	1,162	63	1,225	5.2%
Retail Trade	2,740	176	2,916	6.0%
Transportation & Warehousing	5,412	240	5,651	4.2%
Information	80	9	89	10.2%
Finance & Insurance	272	52	324	16.1%
Real Estate & Rental & Leasing	127	37	164	22.5%
Professional, Scientific, & Technical Services	274	43	317	13.5%
Admin. & Support & Waste Mgmt. & Remediation	660	194	854	22.7%
Health Care & Social Assistance	1,118	70	1,189	5.9%
Arts, Entertainment, & Recreation	160	33	194	17.3%
Accommodation & Food Services	1,451	49	1,499	3.2%
Other Services	1,196	484	1,681	28.8%
Public Admin and Education	4,385	0	4,385	0.0%
Balance Employment <sup>4</sup>	<u>386</u>	<u>345</u>	<u>732</u>	47.2%
<b>Total</b>	<b>22,468</b>	<b>2,121</b>	<b>24,590</b>	<b>8.6%</b>
<b>B. SUMMARY DISTRIBUTION OF TOTAL EMPLOYMENT</b>				
Retail/Service	5,547	742	6,289	11.8%
Office/Corporate Center	673	132	805	16.4%
Business Park/Light Industrial	7,138	840	7,977	10.5%
General Industrial/Employment	4,725	407	5,132	7.9%
Public Admin and Education	<u>4,385</u>	<u>0</u>	<u>4,385</u>	0.0%
<b>Total</b>	<b>22,468</b>	<b>2,121</b>	<b>24,590</b>	<b>8.6%</b>

- Note: 1. Annual payroll jobs for 2011 are estimated based on data on primary jobs obtained from Census LEHD adjusted for all payroll jobs based on the relationship between LEHD primary jobs and EDD total payroll jobs.  
 2. Self-employment is estimated by applying self-employment rates by industry.  
 3. Estimated rates of self-employment by industry for San Bernardino County are calculated from the Census American Community Survey (ACS) 2009-11 Public Use Microdata Sample (PUMS).  
 4. The balance of employment includes non-classified jobs and suppressed data on agriculture, mining, utilities and management of companies.

Sources: Stanley R. Hoffman Associates, Inc.  
 City of Rialto, Economic Development Department  
 California Economic Development Department, Labor Market Division, *NAICS Sector Level Employment and Payroll Data, City of Rialto, 2008*  
 Census Longitudinal Employer-Household Dynamic (LEHD) program.  
 Census American Community Survey (ACS) 2009-11 Public Use Microdata (PUMS)

**Table C-2 (page 1 of 3)**  
**General Fund Revenues, Fiscal Year 2013-2014**  
**North Rialto Islands Annexation Area**  
**Plan for Service and Fiscal Analysis, City of Rialto**

Revenue Category	Fiscal Year 2013/2014			Revised Revenue Amount	
	Adopted Budget	Budget Amendments and Mid-Year Adjustments <sup>1</sup>	Total Revised Budget	Not Projected in Fiscal Analysis or One-Time Revenue <sup>2</sup>	Revenue Projected in Fiscal Analysis
<b><u>Tax Revenue</u></b>					
Property Taxes	\$4,891,000	\$548,000	\$5,439,000	\$0	\$5,439,000
In Lieu Property Tax (VLF)	8,400,000	161,000	8,561,000	0	8,561,000
Sales Tax	7,218,000	631,000	7,849,000	0	7,849,000
In Lieu Property Tax (Sales Tax)	2,396,000	192,000	2,588,000	0	2,588,000
Transient Lodging Tax	120,000	0	120,000	120,000	0
Unitary Property Tax	326,000	0	326,000	0	326,000
Franchise Fees	2,980,000	10,000	2,990,000	0	2,990,000
Franchise Fees-PD	150,000	(10,000)	140,000	0	140,000
SB509 Sales Tax-Safety	435,000	50,000	485,000	0	485,000
Property Transfer Tax	211,000	39,000	250,000	0	250,000
UUT-Telephone/Mobile	3,598,000	(48,000)	3,550,000	0	3,550,000
UUT-Gas/Electric	5,530,000	120,000	5,650,000	0	5,650,000
UUT-Water	1,200,000	50,000	1,250,000	0	1,250,000
UUT-Cable/Satellite	473,000	(13,000)	460,000	0	460,000
UUT-Wastewater	<u>941,000</u>	<u>(51,000)</u>	<u>890,000</u>	<u>0</u>	<u>890,000</u>
Subtotal Tax Revenue	\$38,869,000	\$1,679,000	\$40,548,000	\$120,000	\$40,428,000
<b><u>Licenses and Permits</u></b>					
Business Licenses	\$1,600,000	\$100,000	\$1,700,000	\$0	\$1,700,000
Contractors Licenses	60,000	0	60,000	0	60,000
Truck Delivery Licenses	17,000	0	17,000	0	17,000
Dog Licenses	155,000	0	155,000	0	155,000
Earthquake Fee	13,000	(11,000)	2,000	2,000	0
Building Permits	509,000	0	509,000	509,000	0
Plumbing Permits	28,000	22,000	50,000	50,000	0
Electrical Permits	30,000	30,000	60,000	60,000	0
Mechanical Permits	18,000	42,000	60,000	60,000	0
Overload Permits	20,000	0	20,000	20,000	0
State Business License Fee	3,000	0	3,000	3,000	0
Energy No-Fee Permits	5,000	0	5,000	5,000	0
SB 1473 State Revolving Fund Fee	5,000	(3,000)	2,000	2,000	0
Alarm Installation Permits	48,000	3,000	51,000	51,000	0
Fire Permits	110,000	0	110,000	110,000	0
Certificates of Occupancy	12,000	(3,000)	9,000	9,000	0
Mobile Home Park State OPS Permit	25,000	0	25,000	25,000	0
Temporary Sign Permits	2,000	0	2,000	2,000	0
Fire Sprinkler Permits	8,000	0	8,000	8,000	0
Other Licenses and Permits	<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>10,000</u>	<u>0</u>
Total Licenses & Permits	\$2,678,000	\$180,000	\$2,858,000	\$926,000	\$1,932,000
<b><u>Fines, Forfeits &amp; Penalties</u></b>					
Parking Fines (City)	\$220,000	\$15,000	\$235,000	\$0	\$235,000
Court Fines (County)	141,000	22,000	163,000	0	163,000
Other Fines/Forfeits/Penalties	<u>40,000</u>	<u>46,000</u>	<u>86,000</u>	<u>0</u>	<u>86,000</u>
Total Fines, Forfeits & Penalties	\$401,000	\$83,000	\$484,000	\$0	\$484,000
<b><u>Use of Money &amp; Property</u></b>					
Interest Income From Other Sources	\$58,850	\$0	\$58,850	\$0	\$58,850
Rents & Concessions	250,000	(29,000)	221,000	0	221,000
Investment Income	<u>225,300</u>	<u>74,700</u>	<u>300,000</u>	<u>0</u>	<u>300,000</u>
Total Use of Money & Property	\$534,150	\$45,700	\$579,850	\$0	\$579,850
<b><u>Revenue From Other Agencies</u></b>					
Motor Vehicle In Lieu Tax	\$0	\$0	\$0	\$0	\$0
Disaster Assistance	10,000	0	10,000	10,000	0
State Mandated Reimbursements	20,000	28,600	48,600	48,600	0
POST	50,000	(35,000)	15,000	15,000	0
RUSD-Fiscal Affairs/DARE	40,000	(40,000)	0	0	0
State Assistance/CalPers Medicare Part D Subsidy	0	28,340	28,340	28,340	0
DUI Emergency Response	8,500	0	8,500	8,500	0
County Reimbursement	8,840	0	8,840	8,840	0
County Waste Rebate	56,000	(38,360)	17,640	17,640	0
County LF Excavation Charges <sup>3</sup>	<u>3,490,000</u>	<u>(1,090,000)</u>	<u>2,400,000</u>	<u>2,160,000</u>	<u>240,000</u>
Total Revenue From Outside Agencies	\$3,683,340	(\$1,146,420)	\$2,536,920	\$2,296,920	\$240,000

**Table C-2 (page 2 of 3)**  
**General Fund Revenues, Fiscal Year 2013-2014**  
**North Rialto Islands Annexation Area**  
**Plan for Service and Fiscal Analysis, City of Rialto**

Revenue Category	Fiscal Year 2013/2014			Revised Revenue Amount	
	Adopted Budget	Budget Amendments and Mid-Year Adjustments <sup>1</sup>	Total Revised Budget	Not Projected in Fiscal Analysis or One-Time Revenue <sup>2</sup>	Revenue Projected in Fiscal Analysis
<b>Charges For Current Services</b>					
Planning Variance Reviews	\$1,100	\$1,141	\$2,241	\$2,241	\$0
Lot Lines and Lot Splits	2,000	0	2,000	2,000	0
Development Agreements	4,000	0	4,000	4,000	0
Specific Plan Reviews/Changes	2,000	0	2,000	2,000	0
Annexation Reviews	0	9,127	9,127	9,127	0
Issuance Fees	40,000	0	40,000	40,000	0
Tentative Map Reviews	5,000	3,678	8,678	8,678	0
Sale of Maps/Publications	3,000	0	3,000	0	3,000
Conditional Development Reviews	23,000	21,000	44,000	44,000	0
Environmental Reviews	16,000	4,000	20,000	20,000	0
Animal Control Fees	10,000	3,000	13,000	0	13,000
Building Plan Check	500,000	100,000	600,000	600,000	0
Energy Plan Check	3,000	5,000	8,000	8,000	0
Public Improvement Inspection	250,000	75,000	325,000	325,000	0
Grading Inspection	15,000	0	15,000	15,000	0
Fingerprinting	1,000	0	1,000	0	1,000
Reproduction Charges	5,400	68,000	73,400	0	73,400
Precise Plan Review	74,000	(14,000)	60,000	60,000	0
Fire False Alarm Response	500	0	500	0	500
Police False Alarm Response	85,000	6,000	91,000	0	91,000
Police Accident Reports	48,000	0	48,000	0	48,000
Engineering General Services	50,000	20,000	70,000	70,000	0
Police General Services	5,000	20,533	25,533	0	25,533
Engineering Improvement Plan Check	250,000	0	250,000	250,000	0
Special Investigation Fee	10,000	0	10,000	10,000	0
Ambulance Service Fees	1,800,000	0	1,800,000	0	1,800,000
Ambulance Subscriptions	60,000	0	60,000	0	60,000
Weed & Lot Cleaning	98,000	0	98,000	0	98,000
Grading Plan Check Fee	10,000	0	10,000	10,000	0
Fire Plan Check Fee	80,000	(10,000)	70,000	70,000	0
Traffic Study Fee	4,000	0	4,000	4,000	0
Nuisance Review	51,000	0	51,000	51,000	0
On Site Improvement Inspection	0	200,000	200,000	200,000	0
Environmental Inspection Fee	0	40,000	40,000	40,000	0
Planning General Services	5,000	2,000	7,000	7,000	0
Inspections for Multi-Family Rentals	300,000	0	300,000	300,000	0
Police Impound Fees	58,000	0	58,000	0	58,000
Other Charges for Current Services	3,600	0	3,600	0	3,600
Department-Premium Engineering	172,800	0	172,800	172,800	0
<i>Total Charges for Current Services</i>	<i>\$4,045,400</i>	<i>\$554,479</i>	<i>\$4,599,879</i>	<i>\$2,324,846</i>	<i>\$2,275,033</i>
<b>Other Revenue</b>					
Gain on Disposition	\$0	\$8,310	\$8,310	\$8,310	\$0
Damage/Recovery Restitution	\$37,000	38,630	75,630	75,630	0
RUA Lease Payments	2,000,000	0	2,000,000	2,000,000	0
RUA Contract Payments	824,040	0	824,040	824,040	0
Administrative Fee	275,000	200,000	475,000	0	475,000
Passport Service Fee	50,000	0	50,000	0	50,000
PEG Access Funding	102,300	0	102,300	102,300	0
Miscellaneous Revenue	60,150	20,000	80,150	0	80,150
<i>Total Other Revenue</i>	<i>\$3,348,490</i>	<i>\$266,940</i>	<i>\$3,615,430</i>	<i>\$3,010,280</i>	<i>\$605,150</i>

**Table C-2 (page 3 of 3)**  
**General Fund Revenues, Fiscal Year 2013-2014**  
**North Rialto Islands Annexation Area Plan for Service and Fiscal Analysis**  
**City of Rialto**

Revenue Category	Fiscal Year 2013/2014			Revised Revenue Amount	
	Adopted Budget	Budget Amendments and Mid-Year Adjustments <sup>1</sup>	Total Revised Budget	Not Projected in Fiscal Analysis or One-Time Revenue <sup>2</sup>	Revenue Projected in Fiscal Analysis
<b>Transfers In</b>					
Transfers-Gas Tax	\$1,496,080	\$0	\$1,496,080	\$0	\$1,496,080
Transfers-Waste Management	38,490	0	38,490	0	38,490
Transfers-Fire Development	1,260	0	1,260	0	1,260
Transfers-Landscaping & Lighting District No. 2	34,005	0	34,005	0	34,005
Transfers-AQMD 2766	5,220	0	5,220	0	5,220
Transfers-Local Drainage	10	0	10	0	10
Transfers-CDBG	91,402	20,380	111,782	0	111,782
Transfers-PERS Property Tax	200	0	200	200	0
Transfers-Traffic Development	51,300	0	51,300	0	51,300
Transfers-Successor Agency	219,990	0	219,990	0	219,990
Transfers-Casa Grande Debt Service	12,610	0	12,610	0	12,610
Transfers-Water Administration/Utility	0	100,000	100,000	0	100,000
Transfers-Airport	51,440	0	51,440	0	51,440
Transfers-Utility Billing	62,720	0	62,720	0	62,720
Transfers-Engineering	2,889,007	0	2,889,007	0	2,889,007
Transfers-CFD 87-1	36,940	0	36,940	0	36,940
Transfers-CFD 2006-1	115,340	0	115,340	0	115,340
<i>Total Transfers In</i>	\$5,106,014	\$120,380	\$5,226,394	\$200	\$5,226,194
<i>Total Mid-Year Adjustments</i>		\$1,783,079			
Budget Amendments: Grants and Carry-Forwards <sup>3</sup>	\$0	\$3,097,443	\$3,097,443	\$3,097,443	\$0
<b>General Fund Total</b>	<b>\$58,665,394</b>	<b>\$4,880,522</b>	<b>\$63,545,916</b>	<b>\$11,475,689</b>	<b>\$52,070,227</b>

Note: 1. Since the adoption of the Fiscal Year (FY) 2013/2014 Budget, City Council approved revenue amendments of about \$3.1 million that primarily included grants and carry-forwards. Based on discussion with the City Finance Manager, these revenue amendments are not projected in the fiscal analysis. In February 2014, mid-year revenue adjustments of about \$1.8 million were made to the City budget. These mid-year revenue adjustments are included in the fiscal analysis.

2. Certain revenues are not projected in the fiscal analysis. These include the estimated \$3.1 million revenue amendment (for grants and carry-forwards), revenues that are fixed payments and grants. Development-related one-time fee revenues are deducted from projected departmental costs for development services and engineering.

3. City administrative staff estimates that about 10 percent, or \$240,000, of the total County Landfill revenues that are contributed from disposal by City residents.

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, *Budget Fiscal Year 2013/2014*  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*

**Table C-3**  
**Current Tax Rate Area (TRA) Allocations: TRA 106039**  
**North Rialto Islands Annexation Plan for Service and Fiscal Analysis**  
**City of Rialto**

Agency Code	Agency	TRA 106039
<b><u>A. Current Allocations</u></b>		
AB01 GA01	San Bernardino County General Fund	0.13606702
AB02 GA01	Educational Revenue Augmentation Fund (ERAF)	0.20604917
BF02 GA01	Flood Control Zone 2	0.02415610
BF07 GA01	Flood Control District, Administration, 1 & 2	0.00169860
BL01 GA01	San Bernardino County Free Library	0.01317650
BS01 GA01	County Superintendent of Schools, Countywide	0.00466915
BS01 GA02	County Superintendent of Schools, Regional Occupational Program	0.00080051
BS01 GA03	County Superintendent of Schools, Physically Handicapped	0.00183662
BS01 GA04	County Superintendent of Schools, Mentally Retarded	0.00147470
BS01 GA05	County Superintendent of Schools, Development Center	0.00048143
SC54 GA01	San Bernardino Community College	0.04782331
SU50 GA01	Rialto Unified	0.29950283
UD98 GA01	<b>CSA SL-1</b>	<b>0.01415458</b>
UF01 GA01	<b>San Bernardino County Fire Protection District, Valley Service Area</b>	<b>0.17184959</b>
UF01 GA05	<b>San Bernardino County Fire Protection District, Administration</b>	<b>0.02443024</b>
WR04 GL01	Inland Empire Joint Resource Conservation District	0.00047331
WU23 GA01	San Bernardino Valley Municipal Water	0.02460988
WW28 GA01	West San Bernardino County Water District	<u>0.02674646</u>
	Total	1.00000000
<b><u>B. Detaching Districts Upon Annexation (Allocation Shifts to City of Rialto)</u></b>		
	CSA SL-1	0.01415458
	San Bernardino County Fire Protection District, Valley Service Area	0.17184959
	San Bernardino County Fire Protection District, Administration	<u>0.02443024</u>
	<b>Total Detaching Districts</b>	<b>0.21043441</b>
Sources: Stanley R. Hoffman Associates, Inc. San Bernardino County Auditor-Controller, Property Tax Division, TRA Allocations		

**Table C-4**  
**Estimated In Lieu Property Tax of Vehicle License Fees (VLF) Factor**  
**North Rialto Islands Annexation Area Plan for Service and Fiscal Analysis**  
**City of Rialto**

Category	FY 2004-2005	FY 2013-2014	Change
<b>A. Nominal Dollars</b>			
In Lieu Property Tax - VLF	\$5,562,151	\$8,561,000	\$2,998,849
Assessed Valuation	\$3,842,110,300	\$5,917,583,374	\$2,075,473,074
VLF Increase divided by Assessed Valuation (AV)			0.001445
VLF Increase per \$1,000,000 increase in AV			\$1,445
<b>B. Consumer Price Index (Annual 2004 and 2013)</b>			
	193.20	239.21	1.24
<b>C. Constant Dollars</b>			
In Lieu Property Tax - VLF	\$6,886,674	\$8,561,000	\$1,674,326
Assessed Valuation	\$4,757,037,674	\$5,917,583,374	\$1,160,545,700
VLF Increase divided by Assessed Valuation (AV)			0.001443
VLF Increase per \$1,000,000 increase in AV			\$1,443

Sources: Stanley R. Hoffman Associates, Inc.  
State Controller's Office, Division of Accounting and Reporting, *Revenue and Taxation Code Section 97.70©1(B)(i) Vehicle License Fee Adjustment Amounts, 2004/2005*  
City of Rialto, *Budget Fiscal Year 2013/2014*  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*  
San Bernardino County Assessor, *2013 Annual Report, 2013 Property Assessment Roll*  
Bureau of Labor Statistics (BLS), *Consumer Price Index-All Urban Customers, Los Angeles-Riverside-Orange County, CA, January CPI, April 2014*

**Table C-5**  
**Calculation of Use Tax Factor**  
**North Rialto Islands Annexation Area Plan for Service and Fiscal Analysis**  
**City of Rialto**

Rialto	Amount
<u>Use Tax</u>	
County Pool	\$1,064,180
State Pool	<u>5,835</u>
Total Use Tax	\$1,070,015
	<i>divided by</i>
<u>Point-of-Sale Sales Tax</u>	\$9,519,326
	<i>equals</i>
<b>Use Tax Rate<sup>1</sup></b>	<b>11.2%</b>

Note: 1. The use tax rate is the County Pool plus the State Pool divided by point-of-sale taxable sales tax.

Source: The HdL Companies, *Sales Tax Allocation Totals, Calendar Year 2013*

**Table C-6**  
**Estimated Annual Residential Turnover**  
**North Rialto Islands Annexation Area Plan for Service and Fiscal Analysis**  
**City of Rialto**

City of Rialto	Occupied Housing Units	Percent Turnover
<b>Total Owner Occupied Units</b>	<b>15,169</b>	
Moved in 2010 or later	900	
Moved in 2000 to 2009	<u>6,406</u>	
Total Moved 2000 to 2010	7,306	
<b>Annual Turnover Rate: 2000 to 2010 <sup>1</sup></b>	<b>731</b>	<b>5%</b>

Note: 1. The annual turnover rate is based on the assumption of ten years for the 2000 to 2010 period.

Sources: Stanley R. Hoffman Associates, Inc.

U.S. Census Bureau, *2008-2012 American Community Survey Tenure by Year Householder Moved Into Unit*

**Table C-7**  
**General Fund Net Development Cost Factors**  
**North Rialto Islands Annexation Area Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Amount
<b>A. General Fund Development Services Engineering Costs</b>	
<u>Development Services &amp; Engineering Costs (includes Building and Planning Divisions)</u>	\$1,973,988
	<i>minus</i>
<u>One-Time Licenses and Permits</u>	
Earthquake Fee	\$2,000
Building Permits	509,000
Plumbing Permits	50,000
Electrical Permits	60,000
Mechanical Permits	60,000
Energy No-Fee Permits	5,000
Certificates of Occupancy	9,000
Mobile Home Park State OPS Permit	25,000
Temporary Sign Permits	<u>2,000</u>
Total One-Time Licenses and Permits	\$722,000
	<i>minus</i>
<u>One-Time Charges for Current Services</u>	
Planning Variance Reviews	\$2,241
Lot Lines and Lot Splits	2,000
Development Agreements	4,000
Specific Plan Reviews/Changes	2,000
Annexation Reviews	9,127
Issuance Fees	40,000
Tentative Map Reviews	8,678
Conditional Development Reviews	44,000
Environmental Reviews	20,000
Building Plan Check	600,000
Energy Plan Check	8,000
Precise Plan Review	60,000
Planning General Services	<u>7,000</u>
Total One-Time Charges for Services	\$807,046
	<i>equals</i>
Recurring Net Development Services & Engineering Costs	\$444,942
	<i>divided by</i>
<u>City Service Population</u>	112,663
	<i>equals</i>
<b>Net Development Services &amp; Engineering Costs per Service Population</b>	<b>\$3.95</b>
<b>B. General Fund Development Services - Code Enforcement Costs</b>	
<u>Development Services - Code Enforcement</u>	\$826,337
	<i>minus</i>
<u>One-Time Charges for Services</u>	
Nuisance Review	\$51,000
	<i>equals</i>
Recurring Net Development Services-Code Enforcement Costs	\$775,337
	<i>divided by</i>
<u>City Service Population</u>	112,663
	<i>equals</i>
<b>Net Development Services Costs per Service Population</b>	<b>\$6.88</b>

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Budget Fiscal Year 2013/2014  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*  
City of Rialto, City Administrator and Development Services Department

**Table C-8**  
**General Fund Net Public Works Engineering Costs**  
**North Rialto Islands Annexation Area Plan for Service and Fiscal Analysis**  
**City of Rialto**  
(In Constant 2014 Dollars)

Category	Amount
<b><u>Total General Fund Public Works Engineering Services and Projects</u></b>	
Engineering Services	\$918,555
Engineering - Projects	<u>522,094</u>
Total Public Works Engineering Services and Projects Costs	\$1,440,648
	<i>minus</i>
<u>One-Time Licenses and Permits</u>	
Overload Permits	\$20,000
	<i>minus</i>
<u>One-Time Charges for Services</u>	
Public Improvement Inspection	\$325,000
Grading Inspection	15,000
Engineering General Services	70,000
Engineering Improvement Plan Check	250,000
Grading Plan Check Fee	10,000
On Site Improvement Inspection	200,000
Environmental Inspection Fee	40,000
Department-Premium Engineering	<u>172,800</u>
Total One-Time Charges for Service	\$1,082,800
	<i>equals</i>
Recurring Net Development Services Costs	\$337,848
	<i>divided by</i>
<u>City Service Population</u>	112,663
	<i>equals</i>
<b>Public Works Engineering Costs per Service Population</b>	<b>\$3.00</b>

Sources: Stanley R. Hoffman Associates, Inc.  
City of Rialto, Budget Fiscal Year 2013/2014  
City of Rialto, *Mid-Year Presentation FY 13-14, City Council Approved Budget Adjustments, 2/25/2014*  
City of Rialto, City Administrator and Development Services Department

## APPENDIX D PROJECT REFERENCES

### **City of Rialto**

Anita Agramonte, Finance Manager  
909.421.4963

Gina Gibson, Planning Manager, Planning Department  
909.820.2535

George Harris, Director of Administrative and Community Services  
909.421.7219

Robb Steel, Assistant City Administrator/Development Services Director  
909.820.8008

[www.ci.rialto.ca.us](http://www.ci.rialto.ca.us)

### **San Bernardino County Local Agency Formation Commission (LAFCO)**

Kathleen Rollings-McDonald, Executive Officer  
Samuel Martinez, Assistant Executive Officer  
909.388.0480

### **County of San Bernardino**

[www.sbcounty.gov/](http://www.sbcounty.gov/)

### **Hinderliter de Llamas and Associates**

[www.hdlcompanies.com](http://www.hdlcompanies.com)



Legislation Details (With Text)

File #: 16-585      Version: 2      Name: D.3  
 Type: Ordinance      Status: Agenda Ready  
 File created: 8/15/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Conduct the First Reading of Ordinance No. 1579 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING CHAPTER 15.08 OF THE RIALTO MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING CODES OF THE CALIFORNIA CODE OF REGULATIONS AND OTHER RELATED CODES"; and set the Public Hearing for November 22, 2016 to conduct the second reading and adoption of the ordinance.

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance Adopting Building Codes by reference \(2\) JC \(2\)](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant City Administrator/Director of Dev. Services

Request City Council to Conduct the First Reading of Ordinance No. 1579 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING CHAPTER 15.08 OF THE RIALTO MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING CODES OF THE CALIFORNIA CODE OF REGULATIONS AND OTHER RELATED CODES"; and set the Public Hearing for November 22, 2016 to conduct the second reading and adoption of the ordinance.

**BACKGROUND:**

The State revises the California Building Codes every three years to implement the most recent technology and standards as it relates to building requirements for new and existing structures. These revisions also update the proper methods and procedures for best maintenance and repair practices for existing structures. The State requires that California cities adopt each revision of the California Building Codes every 3 years. In January 2014, the City adopted, with minor amendments, the 2013 Editions of the California Building, Residential, Plumbing, Mechanical, Electrical, Energy and Green Building Codes, as well as the 2012 International Property Maintenance Code.

The 2016 adoption includes revised publications of the California Building, Residential, Referenced Standards, Plumbing, Electrical, Energy and Green Building, Mechanical, Administrative and Fire Codes; along with the 2015 International Property Maintenance Code. The City will apply these code

revisions beginning January 1, 2017.

**ANALYSIS/DISCUSSION:**

The proposed Ordinance amends Chapter 15.08 (Administrative and General) of Title 15 (Buildings and Construction) of the RMC to allow adoption the 2016 California Building Codes and the 2015 International Property Maintenance Code. This adoption will comply with the state mandate.

Prints of the California Building, Residential, Referenced Standards, Plumbing, Mechanical, Electrical, Energy and Green Building, Administrative and Fire Codes, as well as the 2015 International Property Maintenance Code, will be made available to the public for review at the Development Services and City Clerk Departments.

Government Code sections §§50022.1-50022.10 provides that, when adopting codes by reference, the City must follow this procedure: (1) the title of the adopting Ordinance must include the title of the code to be incorporated at the time the City Council sets a public hearing; (2) notice of the hearing must be published per Government Code section 6066; and (3) After the hearing, the legislative body may amend, adopt, or reject the adopting ordinance, as it does with other ordinances. This action requests that the City Council to conduct the first reading of the proposed ordinance and set the public hearing for November 22, 2016 to consider adoption on second reading.

**ENVIRONMENTAL IMPACT:**

Pursuant to Section 15378 of California Environmental Quality Act (CEQA), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Approval of a Professional Service Agreement is an administrative function in accordance with the Rialto Municipal Code and is not a project as defined by CEQA.

**GENERAL PLAN CONSISTENCY:**

The City of Rialto General Plan establishes various guiding principles, goals, and objectives through which the City looks to improve the community and protect the quality of life for our residents.

Guiding Principle No. 1 states: Rialto is a family first community and essential services and amenities must meet the needs and desires of our families.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and proposed Ordinance.

**FINANCIAL IMPACT:**

Adoption of the 2016 California Building Code series and the 2015 International Property Maintenance Code will not impact the revenue from the issuance of building permits. The actual amount of revenue to the City will depend upon the level of building activity experienced by the City.

**RECOMMENDATION:**

Staff recommends that City Council Conduct the First Reading of an Ordinance entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING CHAPTER 15.08 OF THE RIALTO MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2016 EDITION OF THE CALIFORNIA BUILDING CODES OF THE CALIFORNIA CODE OF REGULATIONS AND OTHER RELATED CODES”; and set the Public Hearing for November 22,

2016 to conduct the second reading and adoption of the ordinance.



1 Building Code" as adopted by the California Building Standards Commission in California  
2 Code of Regulations Title 24, Part 2, Volumes 1 and 2, and as amended and/or modified by the  
3 provisions of this chapter including Appendix C (Agricultural Buildings), F (Rodent Proofing),  
4 G (Flood Resistant Construction), H (Signs), I (Patio Covers) and J (Grading), (hereinafter the  
5 "building code"), is adopted by reference; the "2016 California Electrical Code" as adopted by  
6 the California Building Standards Commission in California Code of Regulations Title 24, Part  
7 3 (hereinafter the "electrical code"); the "2016 California Mechanical Code" as adopted by the  
8 California Building Standards Commission in California Code of Regulations Title 24, Part 4  
9 (hereinafter the "mechanical code"); the "2016 California Plumbing Code" as adopted by the  
10 California Building Standards Commission in California Code of Regulations Title 24, Part 5,  
11 including Appendix Chapters A, B, C, D, E, F, G, I, K, and L as amended and/or modified by  
12 the provisions of this chapter (hereinafter the "plumbing code"); the mandatory sections only of  
13 the "2016 California Green Building Code" as adopted by the California Building Standards  
14 Commission in California Code of Regulations Title 24, Part 4 (hereinafter the "Green Building  
15 code"); the "2016 California Residential Code" as adopted by the California Building Standards  
16 Commission in California Code of Regulations Title 24, Part 2.5 (hereinafter the "residential  
17 code"); the "2015 International Property Maintenance Code" including the administration  
18 chapter as published by the International Code Council as amended and/or modified by the  
19 provisions of this chapter; the supplements to the California Building Codes, published by the  
20 International Code Council; all of which are on file in the Building Division of the Department  
21 of Development Services, are referred to, adopted by reference, and made a part hereof as if  
22 fully set out in this title.

23 **Section 3. Severability and Validity.** If any section, subsection, paragraph or sentence of  
24 this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond  
25 the authority of the City of Rialto by a court of competent jurisdiction, such decision shall not affect  
26 the validity or effectiveness of the remaining portions of this Ordinance.

27 ///

1 **CERTIFICATION**

2 The City Clerk shall certify to the adoption of this ordinance and cause the same to be  
3 published once in the local paper and the same shall be in force and effect on and thirty (30) days after  
4 its passage and adoption.

5  
6 PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

7  
8  
9  
10 \_\_\_\_\_  
11 DEBORAH ROBERTSON, MAYOR  
12 CITY OF RIALTO

13  
14  
15 ATTEST:

16  
17 \_\_\_\_\_  
18 Barbara A. McGee, CITY CLERK

19  
20  
21  
22 APPROVED AS TO FORM:

23  
24 \_\_\_\_\_  
25 Fred Galante, CITY ATTORNEY  
26  
27  
28



Legislation Details (With Text)

File #: 16-705      Version: 1      Name: D.4  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/12/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Set a Public Hearing for December 13, 2016, to Consider the Placement of Liens for Delinquent Refuse Collection Accounts for the 2nd Quarter of the 2016 Calendar Year.  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: [Attachment 1 - Residential and Commercial Lien List 2nd Qtr. 2016](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Set a Public Hearing for December 13, 2016, to Consider the Placement of Liens for Delinquent Refuse Collection Accounts for the 2<sup>nd</sup> Quarter of the 2016 Calendar Year.

**BACKGROUND:**

Each of the property owners on the “Proposed Address List for Delinquent Refuse Liens” is delinquent with payment of the refuse collection bills for their property. Although billed at the last known address on file, payment has not been received by the City of Rialto or by Burrtec Waste. The property may be leased or rented with the tenant signing up for refuse services; however, the property owner is ultimately responsible for payment of refuse charges. Consequently, liens are filed against the property in the amount of any unpaid charges, included as **Attachment 1** .

**ANALYSIS/DISCUSSION:**

The City seeks to place a separate lien against each of the 855 residential and 23 commercial properties to secure monies owed. In the event that any of the properties are sold prior to collection, or are sold prior to the placement of liens, the amounts owed may not be recovered. This action requires the City Council to schedule a Public Hearing to review and approve the placement of liens related to delinquent refuse accounts. Staff recommends that the Public Hearing be scheduled for December 13, 2016.

Section 8.08.140 of the Rialto Municipal Code (RMC) authorizes placement of liens against properties with refuse collection accounts which are more than 90 days delinquent and dictates the process for notification to each property owner affected. Lien placement requests brought before the

City Council are for delinquencies that have accrued 90 days prior to the service provider's last billing cycle. Once the public hearing has been scheduled, the City will mail official notices to the owners of the properties shown on the attached list of addresses not less than 21 days prior to the date of the public hearing.

**ENVIRONMENTAL IMPACT:**

The placement of liens is exempt from the California Environmental Quality Act (CEQA) review in accordance with Section 15268, Ministerial Projects. Section 15268 allows for public agencies to make non-discretionary determinations as part of implementing its regulations.

**GENERAL PLAN CONSISTENCY:**

Approval of this action complies with the City of Rialto General Plan Goals and Policies:

Measure 8.43: Provide Solid Waste and Recycling Programs, which states: continue to meet the community's needs for solid waste disposal and recycling, and provide that operations area done in an efficient and cost effective manner.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report.

**FINANCIAL IMPACT:**

If liens are not placed against the listed properties, the City and Burrtec Waste may not recover the amounts owed for services already provided to these properties totaling \$103,821.16. The City receives an administrative fee of \$5.00 per parcel when the lien is collected which is allocated to Waste Management Administration - Household Hazardous Waste Fee Account No. 212-400-7150-7542. The estimated total revenue to the City for this action is \$4,390.00. San Bernardino County charges \$0.30 per parcel which is allocated to Delinquent Refuse Liens Account No. 830-235-0000-0000. The total County charge for the placement of liens is \$263.40.

**RECOMMENDATION:**

Staff recommends that the City Council schedule a Public Hearing for December 13, 2016, to consider approving the placement of liens against the properties identified on the attached list of delinquent refuse accounts as authorized by Section 8.08.140 of the Rialto Municipal Code.

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
1	443 E 1ST ST	\$112.03
2	619 W 2ND ST	\$65.11
3	845 W 2ND ST	\$112.03
4	957 W 2ND ST	\$89.06
5	1139 W 2ND ST	\$81.03
6	307 E 3RD ST	\$112.03
7	518 E 3RD ST	\$112.03
8	630 E 3RD ST	\$112.03
9	441 W 3RD ST	\$94.15
10	449 W 3RD ST	\$129.79
11	574 W 3RD ST	\$112.03
12	637 W 3RD ST	\$71.52
13	890 W 3RD ST	\$112.03
14	1228 W 3RD ST	\$112.03
15	1258 W 3RD ST	\$112.03
16	181 N ACACIA AV	\$129.79
17	529 N ACACIA AV	\$128.58
18	740 N ACACIA AV	\$112.03
19	811 N ACACIA AV	\$112.03
20	1016 N ACACIA AV	\$112.03
21	1848 N ACACIA AV	\$112.03
22	108 S ACACIA AV	\$129.79
23	114 S ACACIA AV	\$112.03
24	127 S ACACIA AV	\$112.03
25	138 S ACACIA AV	\$112.03
26	321 S ACACIA AV	\$129.79
27	411 S ACACIA AV	\$112.03
28	484 S ACACIA AV	\$112.03
29	551 S ACACIA AV	\$81.03
30	950 S ACACIA AV	\$112.03
31	1017 N ALICE AV	\$112.03
32	1573 N ALICE AV	\$112.03
33	1852 N ALICE AV	\$112.03
34	453 E ALLEN ST	\$112.03
35	459 E ALLEN ST	\$112.03
36	525 E ALLEN ST	\$112.03
37	3459 N ALMOND DR	\$112.03
38	209 W ALRU ST	\$112.03
39	217 W ALRU ST	\$112.03
40	897 W ALRU ST	\$112.03
41	1355 W ALRU ST	\$112.03
42	1010 N ALTHEA AV	\$112.03
43	1370 N ALTHEA AV	\$112.03
44	1155 S ALTHEA AV	\$102.00
45	1162 S ALTHEA AV	\$129.79

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
46	1178 S ALTHEA AV	\$112.03
47	1257 S ALTHEA AV	\$112.03
48	1306 S ALTHEA AV	\$63.10
49	3560 N AMBERWOOD AV	\$92.09
50	3582 N AMBERWOOD AV	\$110.57
51	3703 N AMBERWOOD AV	\$72.03
52	2312 N APPLE AV	\$112.03
53	2418 N APPLE AV	\$112.03
54	1159 W ARBETH ST	\$109.36
55	715 N ARROWHEAD AV	\$112.03
56	1577 N ARROWHEAD AV	\$112.03
57	1688 N ARROWHEAD AV	\$193.06
58	1909 N ARROWHEAD AV	\$112.03
59	2133 N ARROWHEAD AV	\$129.79
60	2268 N ARROWHEAD AV	\$112.03
61	1168 S ARROWHEAD AV	\$105.73
62	1252 S ARROWHEAD AV	\$99.11
63	1445 S ARROWHEAD AV	\$99.91
64	1502 N ASH AV	\$112.03
65	554 N ASHFORD AV	\$112.03
66	573 N ASHFORD AV	\$112.03
67	1032 N ASHFORD AV	\$112.03
68	2251 N ASHFORD AV	\$129.79
69	2264 N ASHFORD AV	\$129.79
70	3197 N ASHFORD AV	\$129.79
71	313 N ASPEN AV	\$103.10
72	846 N ASPEN AV	\$112.03
73	722 S ASPEN AV	\$129.79
74	860 S ASPEN AV	\$112.03
75	1458 W BANYON ST	\$129.79
76	1777 W BANYON ST	\$112.03
77	543 N BEECHWOOD AV	\$112.03
78	679 N BEECHWOOD AV	\$112.03
79	939 N BEECHWOOD AV	\$112.03
80	944 N BEECHWOOD AV	\$112.03
81	2193 N BEECHWOOD AV	\$74.06
82	2350 N BEECHWOOD AV	\$129.79
83	2403 N BEECHWOOD AV	\$129.79
84	1041 N BELDEN AV	\$112.03
85	1050 N BIRCH AV	\$112.03
86	1105 N BIRCH AV	\$112.03
87	1144 N BIRCH AV	\$112.03
88	1157 N BIRCH AV	\$112.03
89	1165 N BIRCH AV	\$129.79
90	277 BLOOMINGTON AV 128	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
91	277 BLOOMINGTON AV 130	\$129.79
92	277 BLOOMINGTON AV 134	\$98.79
93	277 BLOOMINGTON AV 202	\$112.03
94	277 BLOOMINGTON AV 228	\$55.09
95	1821 W BOHNERT AV	\$74.09
96	471 E BONNIE VIEW DR	\$349.11
97	1694 W BONNIE VIEW DR	\$99.09
98	1486 N BRAMPTON AV	\$112.03
99	1566 N BRAMPTON AV	\$112.03
100	1145 N BRENTWOOD AV	\$112.03
101	570 N BRIERWOOD AV	\$112.03
102	995 N BRIERWOOD AV	\$112.03
103	630 S BRIERWOOD AV	\$112.03
104	745 S BRIERWOOD AV	\$112.03
105	760 S BRIERWOOD AV	\$112.03
106	876 S BRIERWOOD AV	\$112.03
107	2351 W BUENA VISTA DR	\$112.03
108	864 W BUNTING ST	\$186.10
109	1023 N BURNEY AV	\$112.03
110	1062 N BURNEY AV	\$112.03
111	1086 N BURNEY AV	\$112.03
112	1057 W BUXTON ST	\$112.03
113	343 N CACTUS AV	\$112.03
114	2173 S CACTUS AV	\$93.06
115	2376 W CALLE CELESTE DR	\$112.03
116	2428 W CALLE CELESTE DR	\$112.03
117	2377 W CALLE VISTA DR	\$112.03
118	2553 W CALLE VISTA DR	\$112.03
119	2794 W CALLE VISTA DR	\$112.03
120	2885 W CALLE VISTA DR	\$81.03
121	1554 W CANDLEWOOD AV	\$112.03
122	1564 W CANDLEWOOD AV	\$112.03
123	1574 W CANDLEWOOD AV	\$118.82
124	1681 W CANDLEWOOD AV	\$129.79
125	1746 W CARPENTER ST	\$76.00
126	224 E CARTER ST	\$104.82
127	262 E CARTER ST	\$123.28
128	987 W CARTER ST	\$117.56
129	1029 W CARTER ST	\$112.03
130	1058 W CARTER ST	\$79.09
131	1097 W CARTER ST	\$112.03
132	160 E CASCADE DR	\$112.03
133	161 E CASCADE DR	\$67.79
134	519 W CASMALIA ST	\$112.03
135	589 W CASMALIA ST	\$103.45

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
136	590 W CASMALIA ST	\$112.03
137	235 E CERES ST	\$129.79
138	276 E CERES ST	\$94.67
139	1554 W CERES ST	\$112.03
140	192 E CERRITOS ST	\$112.03
141	671 E CERRITOS ST	\$129.79
142	267 W CERRITOS ST	\$112.03
143	828 W CERRITOS ST	\$112.03
144	221 E CHAPARRAL ST	\$112.03
145	431 W CHAPARRAL ST	\$112.03
146	209 W CHERRY AV	\$112.03
147	681 N CHESTNUT AV	\$112.03
148	1145 N CHESTNUT AV	\$129.79
149	1146 N CHESTNUT AV	\$112.03
150	1569 N CHESTNUT AV	\$112.03
151	233 N CHURCH AV	\$112.03
152	2104 N CHURCH AV	\$129.79
153	847 S CHURCH AV	\$129.79
154	223 N CLIFFORD AV	\$112.03
155	232 N CLIFFORD AV	\$112.03
156	346 N CLIFFORD AV	\$112.03
157	540 N CLIFFORD AV	\$112.03
158	824 N CLIFFORD AV	\$90.23
159	872 N CLIFFORD AV	\$112.03
160	897 N CLIFFORD AV	\$94.15
161	1529 N CLIFFORD AV	\$129.79
162	1850 N CLIFFORD AV	\$112.03
163	1030 S CLIFFORD AV	\$74.06
164	1179 S CLIFFORD AV	\$112.03
165	1715 W COAST BL	\$129.79
166	1776 W COAST BL	\$129.79
167	1844 W COAST BL	\$129.79
168	161 W COLUMBINE AV	\$112.03
169	197 E CONDOR DR	\$129.79
170	292 E CORAL TREE DR	\$112.03
171	129 E CORNELL DR	\$147.55
172	226 E CORNELL DR	\$129.79
173	408 E CORNELL DR	\$112.03
174	545 E CORNELL DR	\$81.03
175	157 W CORNELL DR	\$94.15
176	220 W CORNELL DR	\$117.43
177	602 W CORNELL DR	\$112.03
178	622 W CORNELL DR	\$112.03
179	1119 W CORNELL ST	\$105.25
180	1167 W CORNELL ST	\$61.06

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
181	1178 W CORNELL ST	\$130.66
182	1299 W CORNELL ST	\$129.79
183	912 W CRAIG ST	\$112.03
184	1206 W CRAIG ST	\$56.01
185	460 W CROMWELL ST	\$112.03
186	867 W CROMWELL ST	\$112.03
187	208 N DATE AV	\$112.03
188	943 N DATE AV	\$112.03
189	966 N DATE AV	\$112.03
190	2131 N DATE AV	\$112.03
191	2146 N DATE AV	\$112.03
192	2070 S DATE AV	\$112.03
193	2085 S DATE AV	\$112.03
194	2013 W DAWNVIEW DR	\$193.06
195	2014 W DAWNVIEW DR	\$112.03
196	2187 W DAWNVIEW DR	\$129.79
197	2662 W DAWNVIEW DR	\$112.03
198	2839 W DAWNVIEW DR	\$112.03
199	506 N DRIFTWOOD AV	\$112.03
200	560 N DRIFTWOOD AV	\$112.03
201	811 N DRIFTWOOD AV	\$66.97
202	823 N DRIFTWOOD AV	\$135.19
203	978 N DRIFTWOOD AV	\$112.03
204	2339 N DRIFTWOOD AV	\$112.03
205	938 S DRIFTWOOD AV	\$105.09
206	1081 S DRIFTWOOD AV	\$62.55
207	470 E EASTON ST	\$112.03
208	440 W EASTON ST	\$74.09
209	750 W EASTON ST	\$77.37
210	671 W EL MOLINO ST	\$111.12
211	436 E ELM CT	\$112.03
212	559 W ELM PARK AV	\$127.14
213	1035 N ELMWOOD AV	\$77.48
214	138 S ENCINA AV	\$112.03
215	627 S ENCINA AV	\$112.03
216	618 E ERWIN ST	\$112.03
217	676 E ERWIN ST	\$75.08
218	242 E ETIWANDA AV	\$112.03
219	145 W ETIWANDA AV	\$112.03
220	327 W ETIWANDA AV	\$112.03
221	433 W ETIWANDA AV	\$112.03
222	1031 W ETIWANDA AV	\$112.03
223	1152 W ETIWANDA AV	\$112.03
224	1370 W ETIWANDA AV	\$26.09
225	210 N EUCALYPTUS AV	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
226	268 N EUCALYPTUS AV	\$109.09
227	721 N EUCALYPTUS AV	\$112.03
228	751 N EUCALYPTUS AV	\$112.03
229	943 N EUCALYPTUS AV	\$131.00
230	1042 N EUCALYPTUS AV	\$112.03
231	1195 N EUCALYPTUS AV	\$112.03
232	1475 N EUCALYPTUS AV	\$112.03
233	384 S EUCALYPTUS AV	\$94.15
234	1040 N EVALINE CT	\$62.06
235	1159 W EVERGREEN ST	\$129.79
236	2231 W FAIRVIEW DR	\$129.79
237	2286 W FAIRVIEW DR	\$129.79
238	2846 W FAIRVIEW DR	\$129.79
239	3761 N FERNWOOD AV	\$112.03
240	196 N FILLMORE AV	\$112.03
241	301 N FILLMORE AV	\$112.03
242	1331 N FILLMORE AV	\$112.03
243	1335 N FILLMORE AV	\$112.03
244	1339 N FILLMORE AV	\$112.03
245	1359 N FILLMORE AV	\$112.03
246	1363 N FILLMORE AV	\$112.03
247	1470 N FILLMORE AV	\$112.03
248	1495 N FILLMORE AV	\$129.79
249	2413 N FILLMORE AV	\$129.79
250	2426 N FILLMORE AV	\$64.31
251	718 S FILLMORE AV	\$112.03
252	822 S FILLMORE AV	\$112.03
253	861 S FILLMORE AV	\$77.82
254	871 S FILLMORE AV	\$112.03
255	882 S FILLMORE AV	\$112.03
256	1175 S FILLMORE AV	\$112.03
257	3434 N FLAME TREE AV	\$106.05
258	3760 N FLAME TREE AV	\$112.03
259	1288 W FOLKE ST	\$112.03
260	1024 W FONTLEE LN	\$112.03
261	1104 W FONTLEE LN	\$112.03
262	848 S FOREST AV	\$126.12
263	152 E FROMER ST	\$112.03
264	173 E FROMER ST	\$84.02
265	474 W FROMER ST	\$112.03
266	1135 W GALWAY ST	\$112.03
267	918 N GARDENA AV	\$88.97
268	978 N GARDENA AV	\$95.82
269	1005 N GARDENA AV	\$112.03
270	1546 N GARDENA AV	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
271	1741 N GARDENA AV	\$112.03
272	2469 N GEREMANDER AV	\$112.03
273	2480 N GEREMANDER AV	\$112.03
274	624 E GLEN OAK ST	\$112.03
275	691 N GLENWOOD AV	\$112.03
276	1168 N GLENWOOD AV	\$129.79
277	2544 N GLENWOOD AV	\$129.79
278	688 S GLENWOOD AV	\$112.03
279	3703 N GOLDENROD AV	\$112.03
280	332 W GRANADA ST	\$105.09
281	551 W GRANADA ST	\$95.25
282	1099 W GRANADA ST	\$112.03
283	1206 W GRANADA ST	\$97.08
284	196 E GRANT ST	\$112.03
285	310 E GRANT ST	\$99.09
286	311 E GRANT ST	\$112.03
287	390 E GRANT ST	\$112.03
288	424 E GRANT ST	\$109.58
289	126 W GRANT ST	\$66.14
290	604 W GROVE ST	\$94.15
291	800 W GROVE ST	\$112.03
292	874 W GROVE ST	\$112.03
293	885 W GROVE ST	\$112.03
294	1369 W GROVE ST	\$108.09
295	785 W GROVEWOOD ST	\$112.03
296	871 W GROVEWOOD ST	\$112.03
297	837 W HAWTHORNE ST	\$112.03
298	1137 W HAWTHORNE ST	\$116.35
299	279 W HEATHER ST	\$112.03
300	310 W HEATHER ST	\$112.03
301	745 W HEATHER ST	\$112.03
302	433 E HOLLY ST	\$103.06
303	535 E HOLLY ST	\$112.03
304	723 E HOLLY ST	\$112.03
305	794 E HOLLY ST	\$93.06
306	825 E HOLLY ST	\$112.03
307	1329 W HOLLY ST	\$112.03
308	330 E HOME ST	\$112.03
309	442 E HOME ST	\$88.58
310	478 E HOME ST	\$112.03
311	510 E HOME ST	\$112.03
312	720 E HOME ST	\$147.55
313	871 E HOME ST	\$112.03
314	951 E HOME ST	\$112.03
315	663 W HOME ST	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
316	981 W HUFF ST	\$41.06
317	242 N IDYLLWILD AV	\$112.03
318	690 N IDYLLWILD AV	\$92.59
319	825 N IDYLLWILD AV	\$112.03
320	956 N IDYLLWILD AV	\$123.67
321	1003 N IDYLLWILD AV	\$109.99
322	1027 N IDYLLWILD AV	\$112.03
323	1322 N IDYLLWILD AV	\$112.03
324	1530 N IDYLLWILD AV	\$112.03
325	915 S IDYLLWILD AV	\$112.03
326	1038 S IDYLLWILD AV	\$112.03
327	1373 S IDYLLWILD AV	\$112.03
328	895 N IRIS AV	\$112.03
329	994 N IRIS AV	\$100.00
330	2214 N IRIS AV	\$112.03
331	2228 N IRIS AV	\$84.28
332	2256 N IRIS AV	\$112.03
333	775 S IRIS AV	\$93.08
334	1519 S IRIS AV	\$112.03
335	1121 N IRONWOOD AV	\$129.79
336	766 S IRONWOOD AV	\$111.08
337	888 S IRONWOOD AV	\$112.03
338	709 E JACKSON ST	\$112.03
339	847 E JACKSON ST	\$112.03
340	923 W JACKSON ST	\$112.03
341	1341 W JACKSON ST	\$112.03
342	1411 W JACKSON ST	\$74.09
343	1659 W JACKSON ST	\$129.79
344	435 E JAMES ST	\$112.03
345	581 E JAMES ST	\$112.03
346	594 E JAMES ST	\$129.79
347	1142 W JAMES ST	\$112.03
348	1445 W JAMES ST	\$129.79
349	432 N JOYCE AV	\$112.03
350	503 N JOYCE AV	\$54.57
351	532 N JOYCE AV	\$112.03
352	1495 N JOYCE AV	\$112.03
353	1829 N JOYCE AV	\$104.09
354	102 S JOYCE AV	\$112.03
355	526 W KENNEDY ST	\$112.03
356	417 E KING ST	\$112.03
357	449 E KING ST	\$112.03
358	465 E KING ST	\$112.03
359	2439 N KOA DR	\$112.03
360	2488 N KOA DR	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
361	968 W LA GLORIA DR	\$112.03
362	2734 W LA MORADA DR	\$112.03
363	2753 W LA MORADA DR	\$112.03
364	556 N LANCEWOOD AV	\$112.03
365	567 N LANCEWOOD AV	\$129.79
366	643 N LANCEWOOD AV	\$112.03
367	654 N LANCEWOOD AV	\$129.79
368	907 N LANCEWOOD AV	\$112.03
369	910 N LANCEWOOD AV	\$112.03
370	701 S LANCEWOOD AV	\$129.79
371	786 S LANCEWOOD AV	\$129.79
372	641 N LARCH AV	\$112.03
373	582 S LARCH AV	\$112.03
374	1082 S LARCH AV	\$112.03
375	1177 S LARCH AV	\$147.55
376	1206 S LARCH AV	\$129.79
377	3461 N LAUREL AV	\$65.53
378	4044 N LEMONWOOD AV	\$109.09
379	1053 W LEWIS ST	\$93.06
380	1231 W LEWIS ST	\$112.03
381	650 N LILAC AV	\$112.03
382	690 1/2 N LILAC AV	\$112.03
383	845 N LILAC AV	\$75.12
384	937 N LILAC AV	\$112.03
385	1519 N LILAC AV	\$112.03
386	1649 N LILAC AV	\$129.79
387	1227 S LILAC AV	\$129.37
388	1292 S LILAC AV	\$112.03
389	2729 W LINDE VISTA DR	\$112.03
390	771 N LINDEN AV	\$112.03
391	1082 N LINDEN AV	\$112.03
392	414 S LINDEN AV	\$81.03
393	841 S LINDEN AV	\$112.03
394	3453 N LIVE OAK AV	\$116.35
395	3660 N LIVE OAK AV	\$112.03
396	3737 N LIVE OAK AV	\$112.03
397	2586 W LOMA VISTA DR	\$112.03
398	346 E LOMITA DR	\$112.03
399	362 E LOMITA DR	\$112.03
400	575 E LOMITA DR	\$139.51
401	1704 W LOWELL ST	\$112.03
402	231 E LURELANE ST	\$112.03
403	535 E LURELANE ST	\$129.79
404	449 W LURELANE ST	\$105.09
405	479 W LURELANE ST	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
406	159 E MADRONA ST	\$104.32
407	973 E MADRONA ST	\$112.03
408	1412 W MADRONA ST	\$112.03
409	1440 W MADRONA ST	\$112.03
410	219 N MAGNOLIA AV	\$134.11
411	323 N MAGNOLIA AV	\$129.79
412	979 N MAGNOLIA AV	\$78.58
413	1840 N MAGNOLIA AV	\$112.03
414	2456 N MAGNOLIA AV	\$112.03
415	634 W MALLORY DR	\$93.06
416	646 W MALLORY DR	\$93.06
417	669 W MALLORY DR	\$95.12
418	350 W MANZANITA ST	\$112.03
419	414 W MANZANITA ST	\$112.03
420	579 W MANZANITA ST	\$73.06
421	587 W MANZANITA ST	\$112.03
422	657 W MANZANITA ST	\$129.79
423	786 W MANZANITA ST	\$112.03
424	465 N MAPLE AV	\$161.11
425	573 N MAPLE AV	\$112.03
426	2506 N MAPLE AV	\$64.09
427	509 N MARCELLA AV	\$112.03
428	908 N MARCELLA AV	\$112.03
429	455 S MARCELLA AV	\$129.79
430	383 E MARGARITA RD	\$112.03
431	394 E MARGARITA RD	\$129.79
432	819 E MARGARITA RD	\$112.03
433	971 E MARGARITA RD	\$112.03
434	1030 E MARGARITA RD	\$56.01
435	707 W MARGARITA ST	\$111.00
436	723 W MARGARITA ST	\$112.03
437	271 E MARIANA ST	\$112.03
438	383 E MARIANA ST	\$112.03
439	613 E MARIPOSA DR	\$112.03
440	670 W MARIPOSA DR	\$112.03
441	922 N MARTIN ST	\$112.03
442	623 W MARYGOLD AV	\$105.57
443	659 W MARYGOLD AV	\$79.79
444	989 W MASON ST	\$112.03
445	361 E MCKINLEY ST	\$86.97
446	519 W MCKINLEY ST	\$129.79
447	549 W MCKINLEY ST	\$129.79
448	590 W MCKINLEY ST	\$129.79
449	640 W MCKINLEY ST	\$129.79
450	1207 W MCKINLEY ST	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
451	1227 W MCKINLEY ST	\$112.03
452	1018 N MERIDIAN AV	\$129.79
453	1101 N MERIDIAN AV	\$112.03
454	1148 N MERIDIAN AV	\$197.58
455	331 E MERRILL AV	\$66.09
456	581 E MERRILL AV	\$112.03
457	329 E MESA DR	\$112.03
458	371 E MESA DR	\$112.03
459	617 E MESA DR	\$112.03
460	641 E MESA DR	\$112.03
461	1026 E MESA DR	\$112.03
462	1048 W MESA DR	\$112.03
463	1128 W MESA DR	\$112.03
464	1584 W MESA DR	\$112.03
465	1608 W MESA DR	\$82.03
466	1619 W MESA DR	\$112.03
467	230 N MILLARD AV	\$112.03
468	326 N MILLARD AV	\$112.03
469	683 N MILLARD AV	\$112.03
470	695 N MILLARD AV	\$112.03
471	918 N MILLARD AV	\$112.03
472	1550 N MILLARD AV	\$129.79
473	1560 N MILLARD AV	\$112.03
474	1870 N MILLARD AV	\$112.03
475	940 S MILLARD AV	\$112.03
476	959 S MILLARD AV	\$112.03
477	980 S MILLARD AV	\$112.03
478	2263 N MILOR AV	\$112.03
479	2885 W MIRA VISTA DR	\$112.03
480	1216 W MIRAMONT ST	\$112.03
481	1057 W MOFFATT ST	\$127.37
482	1074 W MOFFATT ST	\$112.03
483	870 E MONTECA ST	\$147.55
484	2540 W MONTECITO DR	\$112.03
485	2844 W MONTECITO DR	\$135.19
486	332 E MONTROSE ST	\$112.03
487	150 E MORGAN ST	\$112.03
488	886 E MORGAN ST	\$109.06
489	242 W MORGAN ST	\$112.03
490	453 W MORGAN ST	\$129.79
491	535 W MORGAN ST	\$112.03
492	645 W MORGAN ST	\$128.58
493	3650 N MORNING GLORY DR	\$86.11
494	656 N MULBERRY AV	\$112.03
495	741 N MULBERRY AV	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
496	1023 N MULBERRY AV	\$112.03
497	1055 N MULBERRY AV	\$112.03
498	1139 N MULBERRY AV	\$93.06
499	1169 N MULBERRY AV	\$112.03
500	1033 W NORWOOD ST	\$112.03
501	1154 W NORWOOD ST	\$112.03
502	1267 W NORWOOD ST	\$129.79
503	1569 W NORWOOD ST	\$203.86
504	1651 W NORWOOD ST	\$112.03
505	1671 W NORWOOD ST	\$112.03
506	166 N OAKDALE AV	\$112.03
507	514 N OAKDALE AV	\$112.03
508	539 N OAKDALE AV	\$112.03
509	818 N OAKDALE AV	\$120.88
510	842 N OAKDALE AV	\$112.03
511	961 N OAKDALE AV	\$116.35
512	1048 N OAKDALE AV	\$112.03
513	1841 N OAKDALE AV	\$112.03
514	1973 N OAKDALE AV	\$129.79
515	935 S OAKDALE AV	\$129.79
516	1101 N OAKWOOD AV	\$62.03
517	120 N OLIVE AV	\$112.03
518	204 N OLIVE AV	\$112.03
519	225 N OLIVE AV	\$112.03
520	324 N OLIVE AV	\$81.03
521	1326 N OLIVE AV	\$129.79
522	667 S OLIVE AV A-B	\$193.06
523	112 N ORANGE AV 114	\$193.06
524	242 N ORANGE AV	\$112.03
525	320 N ORANGE AV BACK	\$112.03
526	320 N ORANGE AV FRONT	\$112.03
527	2061 N ORANGE AV	\$129.79
528	2444 N ORANGE AV	\$112.03
529	2937 N ORANGE AV	\$112.03
530	3027 N ORANGE AV	\$112.03
531	132 S ORANGE AV	\$103.06
532	3450 N ORANGWOOD AV	\$112.03
533	3669 N ORANGWOOD AV	\$112.03
534	384 W ORCHARD ST	\$111.91
535	480 W ORCHARD ST	\$112.03
536	105 N PALM AV	\$104.06
537	109 N PALM AV	\$112.03
538	139 N PALM AV	\$112.03
539	876 N PALM AV	\$112.03
540	955 N PALM AV	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
541	966 N PALM AV	\$93.06
542	2030 N PALM AV	\$112.03
543	731 S PALM AV	\$67.03
544	3691 N PALMETTO AV	\$129.79
545	281 N PAMPAS AV	\$129.79
546	549 N PAMPAS AV	\$114.09
547	865 N PAMPAS AV	\$147.55
548	1285 N PAMPAS AV	\$112.03
549	1384 N PAMPAS AV	\$112.03
550	1739 N PAMPAS AV	\$64.31
551	369 S PAMPAS AV	\$75.03
552	230 N PARK AV	\$112.03
553	1497 N PARK AV	\$59.94
554	1512 N PARK AV	\$71.00
555	1613 N PARK AV	\$112.03
556	1355 W PERSIMMON ST	\$112.03
557	1477 W PERSIMMON ST	\$129.79
558	1591 W PERSIMMON ST	\$73.19
559	2516 N PHIL OCHS AV	\$129.79
560	2640 N PHIL OCHS AV	\$129.79
561	100 N PINE AV	\$112.03
562	642 N PINE AV	\$129.79
563	1021 N PINE AV	\$129.79
564	1053 N PINE AV	\$112.03
565	1075 N PINE AV	\$55.31
566	1349 N PINE AV	\$116.35
567	1359 N PINE AV	\$112.03
568	1534 N PINE AV	\$130.74
569	405 S PINE AV	\$129.79
570	951 S PINE AV	\$112.03
571	975 S PINE AV	\$112.03
572	1027 W PINEDALE AV	\$106.10
573	1038 W PINEDALE AV	\$112.03
574	1515 W PINEDALE AV	\$112.03
575	1606 W PINEDALE AV	\$112.03
576	1649 W PINEDALE AV	\$112.03
577	3495 N PLUM TREE AV	\$112.03
578	138 E POMEGRANATE AV	\$112.03
579	1009 N PRIMROSE AV	\$112.03
580	1224 N PRIMROSE AV	\$112.03
581	1234 N PRIMROSE AV	\$112.03
582	1782 N PRIMROSE AV	\$67.03
583	449 S PRIMROSE AV	\$112.03
584	604 N QUINCE AV	\$112.03
585	861 N QUINCE AV	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
586	632 S QUINCE AV	\$135.19
587	855 S QUINCE AV	\$112.03
588	135 W RAMONA CT	\$112.03
589	187 E RAMONA DR	\$112.03
590	339 E RAMONA DR	\$112.03
591	542 W RAMONA DR	\$112.03
592	555 W RAMONA DR	\$112.03
593	625 W RAMONA DR	\$74.09
594	630 W RAMONA DR	\$104.11
595	642 W RAMONA DR	\$112.03
596	648 W RAMONA DR	\$112.03
597	2775 W RANCHO VISTA DR	\$112.03
598	162 E RANDALL AV	\$111.57
599	248 E RANDALL AV	\$112.03
600	329 E RANDALL AV	\$106.06
601	399 E RANDALL AV	\$112.03
602	495 E RANDALL AV	\$112.03
603	115 W RANDALL AV	\$112.03
604	119 W RANDALL AV	\$112.03
605	621 W RANDALL AV	\$121.75
606	4037 N REDWOOD AV	\$112.03
607	4082 N REDWOOD AV	\$65.57
608	436 E RIALTO AV	\$112.03
609	445 N RIVERSIDE AV	\$112.03
610	722 N RIVERSIDE AV	\$112.03
611	1007 N RIVERSIDE AV	\$129.79
612	1016 N RIVERSIDE AV	\$193.06
613	1385 N RIVERSIDE AV	\$135.19
614	2332 N RIVERSIDE AV	\$112.03
615	2444 N RIVERSIDE AV	\$129.79
616	2946 N RIVERSIDE AV	\$129.79
617	2962 N RIVERSIDE AV	\$112.03
618	353 S RIVERSIDE AV	\$112.03
619	1022 N ROSALIND AV	\$112.03
620	1237 N ROSALIND AV	\$129.79
621	228 W ROSEWOOD CT	\$112.03
622	414 E ROSEWOOD ST	\$112.03
623	250 W ROSEWOOD ST	\$112.03
624	385 W ROSEWOOD ST	\$112.03
625	415 W ROSEWOOD ST	\$129.79
626	794 W ROSEWOOD ST	\$112.03
627	830 W ROSEWOOD ST	\$129.79
628	885 W ROSEWOOD ST	\$93.06
629	1146 W ROSEWOOD ST	\$96.72
630	1159 W ROSEWOOD ST	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
631	439 N SAGE AV	\$112.03
632	508 N SAGE AV	\$112.03
633	514 N SAGE AV	\$112.03
634	515 N SAGE AV	\$112.03
635	526 N SAGE AV	\$79.79
636	1008 N SAGE AV	\$112.03
637	1862 N SAGE AV	\$112.03
638	565 S SAGE AV	\$92.09
639	595 S SAGE AV	\$129.79
640	606 S SAGE AV	\$129.79
641	629 S SAGE AV	\$112.03
642	946 S SAGE AV	\$112.03
643	412 W SAN BERNARDINO AV	\$112.03
644	526 S SANDALWOOD AV	\$112.03
645	464 E SCOTT ST	\$128.58
646	220 W SCOTT ST	\$129.79
647	240 W SCOTT ST	\$112.03
648	260 W SCOTT ST	\$112.03
649	843 W SCOTT ST	\$112.03
650	844 W SCOTT ST	\$112.03
651	1038 W SEQUOIA ST	\$112.03
652	202 E SHAMROCK ST	\$112.03
653	262 E SHAMROCK ST	\$112.03
654	540 E SHAMROCK ST	\$79.18
655	676 E SHAMROCK ST	\$162.03
656	126 W SHAMROCK ST	\$112.03
657	1042 W SHAMROCK ST	\$112.03
658	1066 W SHAMROCK ST	\$129.79
659	1425 W SHAMROCK ST	\$81.03
660	1438 W SHAMROCK ST	\$147.55
661	3361 N SILVERBERRY DR	\$77.82
662	568 N SMOKE TREE AV	\$114.88
663	943 N SMOKE TREE AV	\$112.03
664	2282 N SMOKE TREE AV	\$112.03
665	151 E SOUTH ST	\$112.03
666	349 E SOUTH ST	\$112.03
667	540 E SOUTH ST	\$90.91
668	560 E SOUTH ST	\$94.92
669	608 N SPRUCE AV	\$112.03
670	679 N SPRUCE AV	\$112.03
671	978 N SPRUCE AV	\$112.03
672	2085 N SPRUCE AV	\$112.03
673	817 S SPRUCE AV	\$86.10
674	1003 S SPRUCE AV	\$112.03
675	1291 S SPRUCE AV	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
676	1505 S SPRUCE AV	\$112.03
677	1692 W SUMMERSET DR	\$56.01
678	2590 W SUMMERSET DR	\$112.03
679	2619 W SUMMERSET DR	\$112.03
680	2733 W SUMMERSET DR	\$112.03
681	1358 W SUMMIT AV	\$135.19
682	1748 W SUMMIT ST	\$112.03
683	1664 W SUNNYVIEW DR	\$112.03
684	1988 W SUNNYVIEW DR	\$112.03
685	2016 W SUNNYVIEW DR	\$129.79
686	2021 W SUNNYVIEW DR	\$112.03
687	2401 W SUNNYVIEW DR	\$112.03
688	2838 W SUNNYVIEW DR	\$112.03
689	2633 W SUNRISE DR	\$112.03
690	2663 W SUNRISE DR	\$129.79
691	2882 W SUNRISE DR	\$129.79
692	998 N SUNSET CI	\$129.79
693	1031 N SUNSET CI	\$112.03
694	3709 N SWEET LEAF AV	\$112.03
695	304 N SYCAMORE AV	\$129.79
696	1047 N SYCAMORE AV	\$129.79
697	1261 N SYCAMORE AV	\$112.03
698	2157 N SYCAMORE AV	\$129.79
699	2177 N SYCAMORE AV	\$129.79
700	515 S SYCAMORE AV	\$85.02
701	712 S SYCAMORE AV	\$131.23
702	792 S SYCAMORE AV	\$129.79
703	759 W TAHOE ST	\$71.00
704	3445 N TAMARIND AV	\$112.03
705	546 N TEAKWOOD AV	\$112.03
706	650 N TEAKWOOD AV	\$93.06
707	716 N TEAKWOOD AV	\$112.03
708	744 N TEAKWOOD AV	\$112.03
709	2416 N TEAKWOOD AV	\$129.79
710	2439 N TEAKWOOD AV	\$112.03
711	676 S TEAKWOOD AV	\$112.03
712	860 S TEAKWOOD AV	\$112.03
713	931 S TEAKWOOD AV	\$129.79
714	973 S TEAKWOOD AV	\$112.03
715	1162 S TEAKWOOD AV	\$112.03
716	1236 N TERRACE RD	\$112.03
717	1331 N TERRACE RD	\$112.03
718	1583 W TOWNSEND ST	\$112.03
719	1528 W TUDOR ST	\$81.03
720	605 W TULLOCK ST	\$87.08

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
721	233 E VALENCIA ST	\$90.74
722	153 W VALENCIA ST	\$112.03
723	274 W VALENCIA ST	\$129.79
724	1524 W VALENCIA ST	\$116.35
725	1571 W VALENCIA ST	\$56.12
726	200 E VAN KOEVERING ST	\$129.79
727	326 E VAN KOEVERING ST	\$152.03
728	553 E VAN KOEVERING ST	\$112.03
729	642 E VAN KOEVERING ST	\$129.79
730	584 W VAN KOEVERING ST	\$112.03
731	635 W VAN KOEVERING ST	\$100.00
732	1177 W VAN KOEVERING ST	\$112.03
733	1188 W VAN KOEVERING ST	\$112.03
734	1244 W VAN KOEVERING ST	\$81.03
735	1283 W VAN KOEVERING ST	\$112.03
736	1374 W VAN KOEVERING ST	\$112.03
737	1447 W VAN KOEVERING ST	\$112.03
738	3573 N VERBENA DR	\$129.79
739	832 N VERDE AV	\$92.68
740	845 N VERDE AV	\$112.03
741	850 N VERDE AV	\$112.03
742	951 N VERDE AV	\$81.03
743	1549 N VERDE AV	\$129.79
744	1570 N VERDE AV	\$112.03
745	1779 N VERDE AV	\$112.03
746	722 S VERDE AV	\$112.03
747	1210 S VERDE AV	\$146.03
748	1529 W VIA BELLO DR	\$112.03
749	1669 W VIA BELLO DR	\$112.03
750	1670 W VIA BELLO DR	\$112.03
751	1738 W VIA BELLO DR	\$112.03
752	1993 W VIA BELLO DR	\$112.03
753	2323 W VIA BELLO DR	\$112.03
754	2445 W VIA BELLO DR	\$112.03
755	2834 W VIA BELLO DR	\$112.03
756	2570 W VIA LINDO DR	\$112.03
757	2655 W VIA LINDO DR	\$112.03
758	1622 W VIA VERDE DR	\$112.03
759	1703 W VIA VERDE DR	\$129.79
760	1785 W VIA VERDE DR	\$112.03
761	2388 W VIA VERDE DR	\$112.03
762	2839 W VIA VERDE DR	\$112.03
763	148 E VICTORIA ST	\$112.03
764	154 E VICTORIA ST	\$129.79
765	209 E VICTORIA ST	\$111.34

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
766	225 E VICTORIA ST	\$120.67
767	300 E VICTORIA ST	\$112.03
768	319 E VICTORIA ST	\$112.03
769	327 E VICTORIA ST	\$112.03
770	351 E VICTORIA ST	\$129.79
771	510 E VICTORIA ST	\$112.03
772	875 E VICTORIA ST	\$112.03
773	242 W VICTORIA ST	\$112.03
774	243 W VICTORIA ST	\$112.03
775	347 W VICTORIA ST	\$105.73
776	359 W VICTORIA ST	\$60.32
777	443 W VICTORIA ST	\$112.03
778	1155 W VICTORIA ST	\$129.79
779	1633 W VICTORIA ST	\$112.03
780	228 N VINE AV	\$93.06
781	261 N VINE AV	\$112.03
782	295 N VINE AV	\$112.03
783	506 N VINE AV	\$112.03
784	545 N VINE AV	\$112.03
785	2152 N VINE AV	\$110.06
786	847 S VINE AV	\$98.79
787	878 S VINE AV	\$112.03
788	974 S VINE AV	\$112.03
789	1157 S VINE AV	\$98.79
790	245 E VIRGINIA ST	\$99.55
791	347 E VIRGINIA ST	\$112.03
792	429 E VIRGINIA ST	\$112.03
793	579 W VIRGINIA ST	\$112.03
794	757 W VIRGINIA ST	\$112.03
795	1004 N VISTA AV	\$112.03
796	1018 N VISTA AV	\$112.03
797	1649 N VISTA AV	\$67.91
798	1060 N VISTA GRANDE RD	\$129.79
799	338 E VODDEN ST	\$112.03
800	382 E VODDEN ST	\$112.03
801	124 W VODDEN ST	\$112.03
802	1029 E WABASH ST	\$129.79
803	1045 W WABASH ST	\$84.09
804	1060 W WABASH ST	\$112.03
805	1074 W WABASH ST	\$30.75
806	1248 W WABASH ST	\$112.03
807	1369 W WABASH ST	\$253.58
808	1681 W WABASH ST	\$112.03
809	127 E WALNUT AV	\$85.02
810	153 E WALNUT AV	\$112.03

**SCHEDULE A PUBLIC HEARING FOR DECEMBER 13, 2016  
PROPOSED ADDRESSES FOR DELINQUENT REFUSE LIENS  
SECOND QUARTER OF CALENDAR YEAR 2016**

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
811	310 E WALNUT AV	\$112.03
812	750 E WALNUT AV	\$112.03
813	613 W WASHINGTON ST	\$112.03
814	1303 W WILDFLOWER ST	\$112.03
815	195 N WILLOW AV	\$112.03
816	224 N WILLOW AV	\$87.03
817	907 N WILLOW AV	\$74.09
818	705 S WILLOW AV	\$129.79
819	1020 S WILLOW AV	\$112.03
820	425 E WILSON ST	\$80.73
821	444 E WILSON ST	\$94.15
822	161 W WILSON ST B	\$112.03
823	251 W WILSON ST	\$129.79
824	271 W WILSON ST	\$112.03
825	241 E WINCHESTER DR	\$112.03
826	270 E WINCHESTER DR	\$78.58
827	271 E WINCHESTER DR	\$112.03
828	529 W WINCHESTER DR	\$129.79
829	587 W WINCHESTER DR	\$112.03
830	588 W WINCHESTER DR	\$112.03
831	2559 W WINDHAVEN DR	\$111.06
832	2670 W WINDHAVEN DR	\$129.79
833	2847 W WINDHAVEN DR	\$98.61
834	191 W WINSLOW AV	\$92.09
835	296 N WISTERIA AV	\$129.79
836	361 N WISTERIA AV	\$112.03
837	1131 N WISTERIA AV	\$129.79
838	1147 N WISTERIA AV	\$112.03
839	1181 N WISTERIA AV	\$112.03
840	697 S WISTERIA AV	\$112.03
841	870 S WISTERIA AV	\$129.79
842	770 W WOODCREST ST	\$93.06
843	797 W WOODCREST ST	\$112.03
844	1237 W WOODCREST ST	\$112.03
845	561 W WOODHILL ST	\$112.03
846	647 W WOODHILL ST	\$129.79
847	550 N YUCCA AV	\$110.49
848	580 N YUCCA AV	\$112.03
849	1107 N YUCCA AV	\$102.49
850	1463 N YUCCA AV	\$112.03
851	1493 N YUCCA AV	\$112.03
852	1544 N YUCCA AV	\$129.79
853	1614 N YUCCA AV	\$112.03
854	611 S YUCCA AV	\$64.06
855	1266 S YUCCA AV	\$112.03

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
	<b>Residential Sub-Total</b>	<b>\$95,393.40</b>

<b>Line#</b>	<b>Service Address</b>	<b>Amount</b>
1	1580 W RAMONA DR	\$512.43
2	380 W JACKSON ST	\$636.90
3	212 N SPRUCE AV A	\$520.15
4	610 S OLIVE AV C	\$380.76
5	277 W JACKSON ST	\$380.76
6	3180 S INDUSTRIAL DR	\$512.43
7	1678 W BONNIE VIEW DR	\$512.43
8	330 W FOOTHILL BL	\$126.92
9	502 W 1ST ST	\$648.90
10	105 S ORANGE AV	\$193.60
11	2703 N LOCUST AV	\$212.30
12	1111 W RIALTO AV	\$336.00
13	152 E JACKSON ST	\$636.90
14	2273 S VISTA AV	\$126.92
15	3370 S ENTERPRISE DR	\$424.60
16	300 S RIVERSIDE AV	\$178.06
17	565 W SHAMROCK ST	\$126.92
18	443 W RAMONA DR	\$170.81
19	1743 S WILLOW AV	\$636.90
20	1084 N LILAC AV	\$423.34
21	142 E JACKSON ST	\$352.90
22	415 W RIALTO AV	\$245.91
23	617 S OLIVE AV	\$130.92
	<b>Commercial Sub-Total</b>	<b>\$8,427.76</b>
	<b>Grand Total</b>	<b>\$103,821.16</b>



Legislation Details (With Text)

File #: 16-740      Version: 3      Name: E.1  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/24/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Adopt Resolution No. 7017 approving a Memorandum of Understanding (MOU) between the City of Rialto and the National Council of Negro Women Bethune Center providing Office Space for the implementation of Job Services academic preparations and community resources served out of the Rialto Resource Center and Waiving Rental Fees.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution](#)  
[MOU Between the City of Rialto and the NCNW Bethune Center](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Perry Brents, Director of Community Services

Request City Council to Adopt Resolution No. 7017 approving a Memorandum of Understanding (MOU) between the City of Rialto and the National Council of Negro Women Bethune Center providing Office Space for the implementation of Job Services academic preparations and community resources served out of the Rialto Resource Center and Waiving Rental Fees.

**BACKGROUND:**

Since 1986 the National Council of Negro Women’s (NCNW) Bethune Center has been successful in addressing the problem of high unemployment among youth in San Bernardino County. The NCNW Bethune Center has provided pre-employment skills training and academic enrichment, along with job search assistance and job development. NCNW’S program is designed for youth and residents of Rialto who want to work but need additional training and assistance to find the “Right” job. The Rialto Resource Center offers the unique opportunity in Rialto to tie-in job services with a network of social service providers - creating a clearinghouse for public services and issues affecting the Rialto community.

**ANALYSIS/DISCUSSION:**

For fiscal year 2016-2017 the NCNW Bethune Center has been approved to continue its operation under the City’s Community Development Block Grant (CDBG). It’s not for profit status and its approval to operate in the City of Rialto would include the use of City facilities located at 141 S. Riverside Avenue. This centralized facility offers a location in the City’s downtown area that is

accessible to residents using public and private transportation. It offers a supportive environment assisting the City in providing a one-stop location to provide for the needs of the citizens, including but not limited to housing, social service agencies, and job services. These activities serve the valid public purpose of providing community resources and essential services to Rialto citizens that allow direct training, mentoring, and direction for those persons who are looking for workforce coaching and mentoring, by providing information and referral to resources in the community that will help them with job skills and job contacts. Rightfully titled, the Rialto Resource Center, this one-stop building will also offer access to the regions local, state, and federally elected officials. The purpose of providing an MOU is to confirm approval of the terms governing the acceptance and use of the City's facility.

**ENVIRONMENTAL IMPACT:**

The requested action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a Project means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**GENERAL PLAN CONSISTENCY:**

This action is consistent with the City of Rialto General Plan Goal and Policies Guiding Principles 3C & 4A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Our community will support the creation and maintenance of attractive parks, recreational facilities, and gathering places that meet the needs of our residents.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and Memorandum of Understanding.

**FINANCIAL IMPACT:**

The City's annual average cost to maintain the Rialto Resource Center is estimated at \$1,000 - \$5,000. The cost to maintain the center is accounted for in the approved Fiscal Year 16-17 budget. There have been no annual revenues collected over the past 9 years. Expected revenue for the time period covered by this MOU is estimated at \$0.

**LICENSING:**

Business License Tax is zero - based on non-profit status. Administrative fee of \$29.70 is due annually.

**RECOMMENDATION:**

Staff recommends that the City Council Authorize the City Administrator to execute the Memorandum of Understanding between the City of Rialto and the National Council of Negro Women Bethune Center for the operation of the Rialto Resource Center.





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**Section 2.** The waiver of costs otherwise payable by National Council of Negro Women Bethune Center for use of the Rialto Resource Center serves the valid public purpose described in the above recitals.

**Section 3.** The City Council hereby approves the Memorandum of Understanding, and authorizes and directs the City Administrator to execute the MOU on behalf of the City. The City Administrator, or his designee, is authorized to implement the Memorandum of Understanding, take all further actions, and execute all other documents, which are necessary or appropriate to carry out the Memorandum of Understanding. The City hereby approves the Memorandum of Understanding substantive in form and content to that attached hereto as Exhibit A along with any non-substantive changes as may be mutually agreed upon by the City Administrator (or his duly authorized representative), and the City Attorney. A copy of the Memorandum of Understanding when executed shall be placed on file in the office of the City Clerk.

**Section 4.** This Resolution shall take effect from and after its date of adoption.

**Section 5.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED APPROVED AND ADOPTED** this \_\_\_\_\_ day of November, 2016.

\_\_\_\_\_  
DEBORAH ROBERTSON, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA McGEE, City Clerk

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**APPROVED AS TO FORM:**

FRED GALANTE, Esq. City Attorney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF RIALTO  
AND  
NATIONAL COUNCIL OF NEGRO WOMEN BETHUNE CENTER**

THIS MEMORANDUM OF UNDERSTANDING ('Agreement') is entered into as of the \_\_\_\_\_ day of November 2016 between THE CITY OF RIALTO (CITY) and National Council of Negro Women (NCNW) Bethune Center, a California community based Non-Profit Organization 501c3 #\_\_\_\_\_.

**RECITALS**

A. The CITY is the legal owner of the office space located 141 S. Riverside Avenue ("Office Space") located at the Rialto Resource Center;

B. The City Council of the CITY wishes to allow NCNW Bethune Center to make use of the Office Space to conduct activities, programs and events ("NCNW Bethune Center Activities") in accordance with this Agreement to provide a clearinghouse of public services for the Rialto community.

C. On November 8, 2016 the City Council of the CITY approved waiving rental fees for NCNW Bethune Center to use the Office Space at 141 S. Riverside Avenue for NCNW Bethune Center activities, finding that such activities served the valid public purpose of community resources and essential services to Rialto citizens by providing direct training, mentoring, and direction to citizens who are looking for workforce coaching and mentoring and by providing information and referral to resources in the community that will help them with job skills and contacts.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance. The CITY hereby agrees to maintain the 141 S. Riverside Avenue Office Space in good repair.
  - 1.1 NCNW Bethune Center considered the "Lead Agency" in the Rialto Resource Center with other non-profit agencies occupying office space, but while doing so in a sub-servient role to NCNW Bethune Center.
  - 1.2 NCNW Bethune Center is required to keep space provided in good repair or pay for any costs associated with damages caused by its use of 141 S. Riverside Avenue Office Space.
  - 1.3 NCNW Bethune Center shall, as soon as practical, report all damage to City facilities to the City by email to the Director of Community Services.
2. Scheduling of NCNW Bethune Center Activities.
  - a. NCNW Bethune Center shall schedule the NCNW Bethune Center Activities to be conducted at 141 S. Riverside Avenue Office Space between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, except on CITY- observed holidays or any other

dates communicated by CITY's City Administrator or designee in writing during the term of this Agreement. Notwithstanding the foregoing, the CITY, through the City Administrator or designee, in its sole discretion, shall have the right to adjust this schedule to meet the needs of the CITY.

- b. If any client meetings, special events or services conducted by NCNW Bethune Center as part of the NCNW Bethune Center Activities fall outside the schedule described in Section 2.a above, NCNW Bethune will pay to CITY the City Council-approved fees for a local non-profit that may include staff time, administrative fees and facility rental fees.
3. Term. The term of this Agreement shall commence November 9, 2016 and terminate on November 9, 2018, unless extended by mutual written agreement duly approved by the parties.
4. Insurance. During the term of this Agreement NCNW Bethune Center shall provide CITY proof of commercial general liability insurance in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury, and personal injury and property damage.
5. Indemnification. To the full extent provided by law, NCNW Bethune Center agrees to indemnify, defend, and hold harmless the CITY, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorney's fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the negligent performance of the work or services of NCNW Bethune Center, its officers, agents, employees, agents, subcontractors, or invitees ("NCNW parties"), or failure of NCNW parties to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the sole negligence or willful misconduct of the CITY.
6. Termination. Either party may terminate the Agreement with or without cause upon thirty (30) days advance written notice to the other party. Should termination of this Agreement occur, the parties agree to make every effort to accommodate events which have been previously scheduled.
7. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representative to execute this Agreement as of the date first written above

**CITY:**

CITY OF RIALTO, a municipal corporation

Michael E. Story, City Administrator

ATTEST:

Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

**NCNW:**

National Council of Negro Women Bethune Center,

\_\_\_\_\_  
141 S. Riverside Avenue  
Rialto, CA 92376



Legislation Details (With Text)

File #: 16-702      Version: 1      Name: E.2  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 10/10/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Approve a Purchase Order with Socrata, Inc. for a total not to exceed \$26,496 for Open Budget, a Transparent Budget Application.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - rialto.counter signed agreement](#)  
[Exhibit B - Rialto 2017-2018 Agreement](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: George N. Harris II, Asst. to the CA/Director of Administrative Services

Request City Council to Approve a Purchase Order with Socrata, Inc. for a total not to exceed \$26,496 for Open Budget, a Transparent Budget Application.

**BACKGROUND:**

On April 28, 2016, the City engaged Socrata, Inc. (Socrata) to continue its efforts to operate in a transparent matter. Socrata provides Open Budget which is a software-as-a-service application that enables governments to publish their operating and capital budgets as intuitive, interactive visualizations for use by internal stakeholders and the public. The initial contract with Socrata was in the amount of \$13,201.04 for the term of June 1, 2016 to December 31, 2016 (Exhibit A) for the setup of the Open Budget Website.

**ANALYSIS/DISCUSSION:**

On September 21, 2016, the City was contacted to renew the contract for a two-year term at the same pricing structure (Exhibit B), excluding the one-time fee. The payments will be split with the first payment due on or before January 1, 2017 in the amount of \$13,248.00 and the second payment due on or before January 1, 2018 in the amount of \$13,248.00.

**ENVIRONMENTAL IMPACT:**

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical

change in the environment. By definition, a Project does not include: The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment according to Section 15378 (b)(4) of the CEQA Guidelines.

GENERAL PLAN CONSISTENCY:

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

The total cost for Socrata - Open Budget is not to exceed \$26,496 and funds are budgeted and available in the General Fund Account No. 010-500-2150-2011 in the amount of \$13,248.00 for FY16/17. The remaining balance will be budgeted during the FY17/18 budget cycle.

LICENSING

A Business license application and payment of a Business License tax at the Professional Service rate in the amount of \$83.00 will be paid by the vendor prior to execution of the Purchase Order.

RECOMMENDATION:

Staff recommends that City Council Approve a Purchase Order to Socrata, Inc. for a total not to exceed \$26,496 for Open Budget.



705 5th Ave S, Suite 600  
Seattle, WA 98104  
+1 206.340.8008

**Customer Name: City of Rialto, CA**

**Ship To:**

George Harris  
150 S. Palm Ave.  
Rialto CA, 92376

Rep	SFDC OPP #	Quote Date
Brooke Bachesta	1003	04/18/2016

**Billing and Legal Contact**

Socrata, Inc.  
705 5<sup>th</sup> Avenue South, Suite 600  
Seattle, WA 98104  
Phone: 206-340-8008  
Fax: 206-452-2010  
accounts\_receivable@socrata.com  
[contracts@socrata.com](mailto:contracts@socrata.com) (legal notices)

**Order Type:**

- New Customer  
 Renewal  
 Additional Products/Services

Pricing under this Order is only valid until: 4/29/2016 5pm PT. All fees are in USD.

*Hosted Software Subscription and Support Order*

A	B	C	D	E	F	G
Product Type	Description	Start Term	End Term	Per Unit Price	Quantity (Months)	Total Fee (E*F) (USD)
<b>Open Budget</b>		6/1/16	12/31/16	\$960.00	7	\$6,720.00
<b>Basic Support</b>	Standard			Included	Included	Included
<b>Education Package</b>	Standard	6/1/16	12/31/16	\$144.00	7	\$1,008.00
<b>Launch Package(s)</b>	Socrata for Public Finance, Launch	6/1/16	12/31/16	\$5,473.04	1 time fee	\$5,473.04
<b>Total Fees Due</b>						<b>\$13,201.04</b>



705 5th Ave S, Suite 600  
Seattle, WA 98104  
+1 206.340.8008

**Standard Conditions**

1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (06/01/16).
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to [accounts\\_receivable@socrata.com](mailto:accounts_receivable@socrata.com).
4. Special conditions override standard conditions in the event of an inconsistency.

**Contract Conditions**

- New Customer** - This order is subject to the Hosted Services Agreement in the attached **Appendix 2**.
- New Products and Services orders** - This order is subject to the product and service descriptions in the attached **Appendix 1**.

----- Signature page follows -----



705 5th Ave S. Suite 600  
Seattle, WA 98104  
+1 206.340.8008

**Signatures**

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

**Socrata, Inc.**

**Customer**

DocuSigned by:  
*Dan Wassel*  
A8D83074EA8E441...

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Signature

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Dan Wassel

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Name

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CFO

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Title

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5/1/2016

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Date

*[Handwritten Signature]*

---

Signature

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*George Harris*

---

Name

---

*Director of Admin. Services.*

---

Title

---

*4-28-2016*

---

Date



705 5th Ave S. Suite 600  
Seattle, WA 98104  
+1 206.340.8008

**Appendix 1: Product Descriptions**

**Socrata for Public Finance™**

**Socrata Open Budget**

Socrata Open Budget is a software-as-a-service application that enables governments to publish their operating and capital budgets as intuitive, interactive visualizations for use by internal stakeholders and the public.

**Socrata for Public Finance™ - Launch Package**

Includes a combination of expert consulting services designed to set customers up for success in their partnership with Socrata. One service package per application purchased; for complete Socrata for Finance Suite, include three. Requires purchase of Education Program.

- Socrata Resources: Project Manager, Application Specialist, Data Analyst, Data Integration Specialist
- Training for project team on data schema, application functions, and branding options
- Training for platform users, including dataset uploading, metadata management, and automated publishing using DataSync
- Training for administrators, including user accounts, role and permission management, administering the application, and other admin functions
- Unlimited access to online training via webinars and videos
- Technical assistance and training from our data analyst team on any or all of the following activities within the scope of the project
- Configuring your datasets to match the schema for the application
- Creating queries for automated data extracts from your source system
- Setting up your automated publishing jobs using DataSync, FME, or Kettle
- DNS setup (no SSL required)
- PR kit and social media support for launch events
- Unlimited access to post-launch support via [support.socrata.com](http://support.socrata.com)

**Total hours not to exceed 40 hours in aggregate among Socrata staff.**

**Basic Support (no Cost)**

- Socrata Resources: Support Specialist
- Access to the Socrata Knowledge Base for online training and self-service support via the support portal at [support.socrata.com](http://support.socrata.com)
- Access to email and phone support from 6:00am to 6:00pm PT
- 4-hour response window during business hours



## Appendix 2: Socrata Hosted Services Agreement

1. **Software Service.** Socrata grants Customer the right to access and use the Socrata software-as-a-service and related support up to the capacity or licenses purchased, as specified in the order (**Service**).
2. **Technical Support.** Based on the terms of the order, Socrata will provide its technical support services to Customer under its support program listed at <https://support.socrata.com/hc/en-us>. Customer may elect to sign up for pro-active email alerts on system notifications, including maintenance windows through this webpage.
3. **Payment.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, and other similar taxes (if applicable). Client agrees to reimburse Socrata for all pre-approved reasonable out-of-pocket expenses incurred by Socrata during performance of the Services, including travel and associated expenses.
4. **Use of the Service.**
  - a. **Customer Content** means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Service or provides to Socrata (including, without limitation, any content, messages, materials, data, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials).
  - b. **Warranties by Customer.** Customer represents and warrants to Socrata that with respect to Customer Content: (i) it has the lawful right to distribute and reproduce such Customer Content under this agreement; (ii) none of the Customer Content impersonates any person or entity or otherwise misrepresents Customer's affiliation with a person or entity; (iii) none of the Customer Content is subject to any export control laws or regulations; (iv) there are no unsolicited promotions, political campaigning, advertising or solicitations within such Customer Content; (v) any personally identifiable information has been provided with the authorization of such person or as authorized by applicable law; (vi) there are no viruses, corrupted data or other harmful, disruptive or destructive files; and (vii) the Customer Content will not expose Socrata or any user to any harm or liability.
  - c. **Restrictions on the Service.** Customer may not provide or upload any Customer Content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. The Service is not designed to process or store any information subject to HIPAA, GLB, PCI or other similar sensitive data laws. Customer must maintain the security of Customer's passwords or keys provided by Socrata to access and load Customer Content onto the Service; and accept all risks of unauthorized access to the Customer Content or other information Customer uploads to the Service. Customer is responsible for all activity that occurs under Customer's account, and Customer should not share password or key with any unauthorized party.



- d. **Grant of Rights to Socrata regarding Customer Content.** During the term of this agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free, right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Customer Content in connection with the Service and to provide Socrata services to its users. If the Customer Content is public or in the public domain, then the foregoing license shall also be perpetual, irrevocable, fully sublicensable. Customer understands that once Customer Content is uploaded to the Service, Socrata and content users may have a limited ability to control or delete such content.
- e. **No Liability for Customer Content.** Socrata has no responsibility for any Customer Content or user content posted, stored or uploaded to the Services, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity within the Service. Customer's reliance on any content that it obtains through use of the Service is at Customer's own risk. Although Socrata has no obligation to monitor any of the Customer Content or other non-Socrata provided information, SOCRATA RESERVES THE RIGHT TO REMOVE OR EDIT ANY CONTENT WITHOUT ADVANCE NOTICE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SERVICE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Service in violation of the foregoing violates this agreement and may result in, among other things, termination or suspension of Customer's right to use the Service.
5. **Term and Termination.** This agreement continues until all orders have terminated and Services have been turned down. If either party is in material breach of this agreement or an order, this agreement and the order will terminate at the end of a written 30-day notice period, if the breach has not been cured during such time period.
- If Customer terminates an order for an uncured material breach by Socrata, Socrata will refund any pre-paid and unused fees through the date of termination.
  - If Socrata terminates an order for an uncured material breach by Customer, Customer must pay Socrata all amounts owed under the order.
  - Upon termination of an order and upon request, Socrata will provide Client with access to the Service for purposes of Client exporting or downloaded available datasets within the Service. After such 30-day period, Socrata has no obligation to maintain or provide Customer datasets.
  - Socrata may temporarily suspend or terminate, or both, the Service if Customer's payment of any invoice is more than 10 days past due.
6. **Proprietary Rights.** Socrata retains all of its intellectual property rights in the Service and underlying software, and no rights, title or interest to the underlying software are transferred to the Customer. Socrata reserves all rights not granted. Customer may not rent, lease, resell or operate the Service as a service provider, or reverse engineer the Service. Customer must use the Service in conformance with applicable laws. Customer will treat all non-public Socrata information as confidential ("Confidential Information"), and may not disclose or use that information for any purpose, other than for purposes of this agreement. The parties acknowledge and agree that FOIA may apply to some or all of the records of Customer, and may require the disclosure of such records to third parties. Customer acknowledges and agrees that FOIA will not apply to any records or other data and information containing Socrata's Confidential Information or trade secrets.
7. **DISCLAIMER.** THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SERVICE SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL.



8. **LIMIT OF LIABILITY.** SOCRATA IS NOT LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS AND LOST DATA, INFORMATION OR CONTENT) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). SOCRATA'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT WHICH GAVE RISE TO THE CLAIM.
9. **Federal Acquisitions.** The Service is a commercial product, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.
10. **Miscellaneous.** This agreement and the order form constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Neither party is relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it. Except for the payment of monies, neither party is liable for any non-performance as a result of activities beyond its reasonable control, including without limitation force majeure events. Customer must comply with applicable export control laws. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. By submitting ideas, suggestions or feedback to Socrata regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose. This agreement is governed by the laws of the state where Customer's primary office is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement.



705 5th Ave S.Suite #600  
 Seattle, WA 98104  
 (206) 340-8008

**Customer Name: City of Rialto (CA)**

Rep	Quote Date
Jenae Ghassemieh	9/21/2016 9:58 AM

**Bill To**

City of Rialto (CA)  
 150 S Palm Ave  
 Rialto, CA 92376  
 United States

**Ship To**

Kyle Johnson  
 City of Rialto (CA)  
 150 S Palm Ave  
 Southern California, CA 92376  
 United States  
 (909) 820-2525  
 (909) 820-2527  
 kjohnson@rialto.ca.gov

**Billing and Legal Contact**

Socrata  
 705 5th Ave S.Suite #600  
 Seattle, WA 98104  
 United States  
 Phone: (206) 340-8008  
 Fax: (206) 452-2010  
 Email: accounts\_receivable@socrata.com

**Order Type:**

- New Customer
- X** Renewal
- Additional Products / Services

**Pricing under this Order is only valid until: 11/30/2016 5pm PT. All fees are in USD.**

*Hosted Software Subscription and Support Order*

Product Type	Item Description	Start Term	End Term	Per Unit Price	Term(Months)	Quantity	Total
Education Program - Standard		1/1/2017	12/31/2018	\$144.00	24	1.00	\$3,456.00
Support Program - Basic		1/1/2017	12/31/2018	\$0.00	24	1.00	\$0.00
Open Budget (50k - 150k)		1/1/2017	12/31/2018	\$960.00	24	1.00	\$23,040.00
<b>TOTAL:</b>							<b>\$26,496.00</b>

**Standard Conditions**

1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (Order Effective Date).
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to [accounts\\_receivable@socrata.com](mailto:accounts_receivable@socrata.com).
4. Special conditions override standard conditions in the event of an inconsistency.

**Contract Conditions**

This order is subject to the product and service descriptions in the attached Appendix 1. The pricing and offering in this quote is in consideration of a two year commitment by Customer and is not terminable by Customer prior to 12/31/18 except as set forth uncured breach by Socrata as set forth in the agreement between Socrata and Customer dated 4/28/16.

**Payment Plan.** The commitment for fees may be paid by Customer in the following installments: \$13,248.00 on or before 1/1/17, and \$13,248.00 on or before 1/1/18. This payment plan is not reliant upon issuance of any purchase order by Customer.

**Appendix 1.**

- **New Customer**-This order is subject to the Hosted Services Agreement in the attached **Appendix 2**

**X Renewal -**

Order is subject to the current agreement between Socrata and Customer dated 4/28/16.

**- New Products and Services orders -**

This order is subject to the current agreement between Socrata and Customer dated

----- Signature page follows -----

**Signatures**

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

**Socrata, Inc.****Customer**

---

Signature

---

Signature

---

Name

---

Name

---

Title

---

Title

---

Date

---

Date

## Appendix: 1 : Product Descriptions

Product Type	Description
Education Program - Standard	Socrata Resources: Varies by Topic. Instructor-led interactive online learning sessions. 2 hours per topic sessions, per a set schedule optimized for US timezones. Unlimited attendance. Topics available: Intro to Open Data, How to Publish Data, Data Readiness, Data Integration and Automated Publishing, Administration (for Apps, for Open Data, for Open Performance), Advanced Visualizations and Data Storytelling, Dashboards and Creating Goals, Performance Management, Marketing and Communications Planning
Support Program - Basic	Socrata Resources: Support Specialist. Access to the Socrata Knowledge Base for online training and self-service support via the support portal at support.socrata.com. Access to email and phone support from 6:00am to 6:00pm PT . 4-hour response window during business hours
Open Budget (50k - 150k)	Socrata Open Budget is a software-as-a-service application that enables governments to publish their operating and capital budgets as intuitive, interactive visualizations for use by internal stakeholders and the public. #



Legislation Details (With Text)

File #: 16-703      Version: 2      Name: E.3  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/10/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Receive and File the Statement of Income and Expenses related to Airport Escrow Account for September 2016.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A Airport Escrow Statement of Income and Expense 9.30.16](#)  
[Exhibit B CalTrust and FSB Statements for Airport Escrow Account September 2016](#)  
[Exhibit C CalTrust and FSB Statements for Protocol Account Sept](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Receive and File the Statement of Income and Expenses related to Airport Escrow Account for September 2016.

**BACKGROUND:**

On September 25, 2012, the City Council approved the Second Amended and Restated Contract of Sale for Areas B, C and D (the "Airport Contract") with Lewis-Hillwood Rialto LLC (LHR). A key provision of the Airport Contract required the City to deposit \$30 million into escrow to fund pre-development obligations, including tenant relocation, demolition, remediation and infrastructure (the "Article VI Work" as defined in the Airport Contract).

Relocation	300-500-4267-2011-130704	12,000,000.00
Demolition	300-500-4267-3001-130704-45	5,100,000.00
Remediation	300-500-4267-3001-130704-55	3,900,000.00
Infrastructure	300-500-4267-3001-130703-05	9,000,000.00
<b>Total Expenditure</b>		<b>30,000,000.00</b>

On January 22, 2013, the City Council approved Joint Escrow Instructions by and among the City of Rialto, LHR, and First American Trust FSB for work related to redevelopment of the Rialto Municipal

Airport. On March 14, 2013, the City wired the funds to First American Trust FSB. On April 9, 2013, the City Council adopted Resolution No. 6249 appropriating budget as follows:

On October 13, 2015, the City Council reallocated \$3,000,000 from the Demolition budget to the Infrastructure Budget and \$1,000,000 from the Remediation budget to the Infrastructure Budget. On February 23, 2016, the City Council reallocated \$1,278,168 from the Remediation Budget to the Infrastructure Budget and \$30,000 from the Relocation Budget to the new Miscellaneous Expense Budget. The Budget Reports below reflect the adjusted budget.

Since a third party trustee disburses these funds, the financial activities avoid the City’s normal financial reporting systems. Because of the substantial size of the expenditures, staff indicated that it would provide a monthly report to the City Council summarizing the income and expenditures related to the Airport Escrow Account.

**ANALYSIS/DISCUSSION :**

**Expenditures from Airport Escrow Account**

The table below illustrates the expenditures from the Airport Escrow Account during September 2016. The City incurred total expenditures/obligations of \$116,538.83 in September 2016 for project management expenses related to the Airport Demolition Project (\$44,478.59), a reimbursement for right-of-way mapping to CDP Development (\$39,083.65), reimbursement to the City for relocation expenses (\$26,805.00), and other incidental expenses.

**Airport Escrow Account Expenditures**

Submitted Date	Paid Date	Description/Vendor	Draw No.	Article VI Purpose	Section	Expense
<b>September 2016 Claims</b>						<b>\$ (116,538.83)</b>
09/12/16	09/13/16	City of Rialto (Reimburse Willdan Expenses)	2016-023	Demolition & Remediation		\$ (44,478.59)
09/27/16	09/28/16	CDP Development Inc.	2016-024	Infrastructure		\$ (39,083.65)
09/27/16	09/28/16	State Water Resources Control Board	2016-025	Remediation		\$ (3,250.34)
09/27/16	09/28/16	City of Rialto (Yancey Reimbursement)	2016-026	Relocation		\$ (26,805.00)
09/27/16	09/28/16	EPIC Land Solutions	2016-027	Relocation		\$ (2,921.25)

A cumulative income and expense report for the month ending September 30, 2016, is included as Exhibit A.

The table below summarizes the Airport Escrow Account activity from inception through September 30, 2016:

**Summary of Account Status (9/30/16)**

Summary	Date	Section	Amended Budget	Section Actuals	Total Amounts
Total Required Expenditures					\$ 30,000,000.00
Total Expenditures to Date	9/30/2016				\$ (25,924,939.02)
Relocation		6.02	11,970,000.00	(\$9,932,986.89)	
Demolition		6.03	2,100,000.00	(\$1,526,424.07)	
Remediation		6.04	1,621,832.00	(\$277,149.60)	
Infrastructure		6.05	14,278,168.00	(\$14,168,378.46)	
Other		n/a	30,000.00	(\$20,000.00)	
			30,000,000.00	(25,924,939.02)	
Remaining Required Expenditures	9/30/2016				\$ 4,075,060.98
<b>Available Funds in Escrow Account (NAV)</b>					
Cash with First American Trust	9/30/2016			\$250.18	
Cal Trust Portfolio	9/30/2016				
Money Market Fund				\$4,079,500.99	
Medium Term Fund				\$0.00	
					<u>\$4,079,751.17</u>
Potential Excess/(Shortage) of Funds					\$ 4,690.19
Cumulative Investment Income					\$ 238,456.50
Cumulative Realized Investment Gains/(Losses)	9/30/2016				\$ (80,283.34)
Cumulative Unrealized Investment Gains/(Losses)	9/30/2016				\$ (0.00)
Net Portfolio Returns					\$ 158,173.16
Transfer to City General Fund Reserves					\$ (153,482.97)
Balance of Investment Earnings in Escrow Account					\$ 4,690.19

Source: Reconciliation of September, 2016 Statements from FSB and CalTrust

The City is obligated to expend \$30 million toward Article VI Work. To date, the City has expended/obligated \$25,924,939.02 with remaining required expenditures of \$4,075,060.98. The table below summarizes the budgeted versus actual expenditures by category - there may be some categorical adjustments once final documentation is processed.

**Budget Status Report (9/30/16)**

Expense	Original Project Budget	All Budget Adjustments	Amended Project Budget	To Date Expenses	Remaining Budget
Relocation	\$12,000,000	(\$30,000)	\$11,970,000	(\$9,932,987)	\$2,037,013
Demolition	\$5,100,000	(\$3,000,000)	\$2,100,000	(\$1,526,424)	\$573,576
Remediation	\$3,900,000	(\$2,278,168)	\$1,621,832	(\$277,150)	\$1,344,682
Infrastructure	\$9,000,000	\$5,278,168	\$14,278,168	(\$14,168,378)	\$109,790
Other	\$0	\$30,000	\$30,000	(\$20,000)	\$10,000
<b>Totals</b>	<b>\$30,000,000</b>	<b>\$0</b>	<b>\$30,000,000</b>	<b>(\$25,924,939)</b>	<b>\$4,075,061</b>

**Investment Returns**

On September 30, 2016, the Net Asset Value of the investment portfolio was \$4,079,751.17. The realized losses to the investment portfolio totaling (\$80,283.34) offset total investment income of \$238,456.50, producing a surplus of \$158,173.16. The City transferred \$111,932.88 in investment earnings to the City General Fund Reserve during August 2014, and another \$41,550.09 in August 2016, resulting in the \$4,690.19 retained surplus.

The City invests all funds in the Heritage Money Market Fund (MMF) - Select Class at Cal Trust, which has immediate liquidity and minimal principal risk. The latest reported average annual total return for the MMF was approximately 0.36%. The latest monthly statements from Cal Trust and First Savings Bank are attached hereto as Exhibit B .

**Land Sales Report**

The City sold two parcels to LHR during March 2015, for the Medline and Niagara projects. The City sold one parcel to PDC OC/IE in November 2015. In January 2016, the City closed on one small parcel for right-of-way on Miro Way. On September 27, 2016, the City sold 51.21 acres to Monster for a gross sales price of \$8,922,692.

**Summary of Closed Land Sales/Rialto Airport**

Closing No.	Buyer	Closing Date	Parcel Acres	Gross Sales Proceeds	LHR Note	SBIAA Payments	City Proceeds	City Deposit to Protocol Account	Net City Proceeds	
1	Medline	03/03/15	59.40	\$ 10,349,260.00	\$ (1,826,644.00)	\$ (895,346.00)	\$ 7,627,270.00	\$ -	\$ 7,627,270.00	
2	Niagara	03/03/15	23.88	\$ 4,161,308.00	\$ (734,471.00)	\$ (697,203.00)	\$ 2,729,634.00	\$ (399,515.00)	\$ 2,330,119.00	
3	PDC OC/IE	11/23/15	3.86	\$ 672,968.00	\$ (118,779.00)	\$ (112,752.00)	\$ 441,437.00	\$ (97,131.00)	\$ 344,306.00	
4	Locust & Linden Fund IX	01/22/16	0.19	\$ 32,520.00	\$ (5,740.00)	\$ (5,449.00)	\$ 21,331.00	\$ (4,694.00)	\$ 16,637.00	
5	Monster	09/27/16	51.21	\$ 8,922,692.00	\$ (1,574,855.00)	\$ (1,379,790.00)	\$ 5,968,047.00	\$ (1,062,406.00)	\$ 4,905,641.00	
<b>Totals to Date</b>		<b>10/1/2016</b>	<b>138.54</b>	<b>\$ 24,138,748.00</b>	<b>\$ (4,260,489.00)</b>	<b>\$ (3,090,540.00)</b>	<b>\$ 16,787,719.00</b>	<b>\$ (1,563,746.00)</b>	<b>\$ 15,223,973.00</b>	
<b>Total Airport Acres</b>			<b>438.22</b>							
<b>Percent of Land Sold</b>			<b>31.6%</b>							

The gross land sales proceeds are \$24,138,748. From the gross sales price, the City paid \$4,260,489.00 to LHR as repayment of the LHR Note, and \$3,090,540.00 to San Bernardino International Airport Authority (SBIAA) pursuant to the City/SBIAA Agreement. The City realized net sales proceeds of \$16,787,719.00. From the City's net sales proceeds, the Escrow Agent retained the amount of \$1,563,746.00 pursuant to the Protocol Agreement between the City and LHR. LHR matches the City's Protocol Agreement investment and the Escrow Agent holds the combined funds of \$3,127,492.00 in trust until certain conditions related to the Airport Closure are satisfied. The City received the amount of \$15,223,973.00 for deposit into the General Fund.

**Protocol Account Status**

<u>Deposits and Investment Income</u>		<u>Amounts</u>
Begin Balance of All Funds on	9/1/2016	\$ 494,010.91
Total Protocol Deposits This Month	9/30/2016	\$ -
Total Investment Income This Month	9/30/2016	\$ 166.49
Total Expenses this Month	9/30/2016	\$ -
Total Transfers (Out)/In This Month	9/30/2016	\$ 250.00
		=====
Net Deposits This Month		\$ 416.49
<b>Total Available Protocol Funds</b>	9/30/2016	<b>\$ 494,427.40</b>
<u>Account Status</u>		
	9/30/2016	
Required Expenditures		\$ (501,340.00)
Available Funds in Escrow Account (NAV)		\$ 494,427.40
<b>(Shortage of Funds)/Surplus of Funds</b>		<b>\$ (6,912.60)</b>
All Protocol Deposits to Date	9/30/2016	\$ 501,340.00
All Investment Earnings to Date	9/30/2016	\$ 587.40
All Expenditures to Date	9/30/2016	\$ (7,500.00)
<b>Total Available Protocol Funds</b>	9/30/2016	<b>\$ 494,427.40</b>
<u>Summary of Investment Portfolio</u>		
Cash with FSB	35.00 \$ 1.00	\$ 35.00
CalTrust Money Market Portfolio	494,392.40 \$ 1.00	\$ 494,392.40
Total All Invested Funds		\$ 494,427.40

Source: Monthly Statements from CalTrust and FSB for Protocol Account (September, 2016)

The latest monthly statements from Cal Trust and First Savings Bank related to the Protocol Agreement are attached hereto as Exhibit C (Sub Account A). The City Treasurer invested the funds with CalTrust. LHR established a similar account with FSB (Sub Account B) for an identical deposit. FSB will hold these funds until the City and LHR satisfy the conditions precedent to release.

FSB charges an annual escrow fee of \$3,750, and the City has paid a total of \$7,500 in fees. During September 2016, the account accrued interest of \$166.09 producing total investment earnings to date of \$587.40. The net balance in the account is therefore \$494,427.40. The City will need to allow interest to accrue adequately to cover the potential obligation of \$501,340 (as the principal deposits grow, the interest earnings should exceed the annual escrow fee).

Return on Investment

Through September 30, 2016, the City realized \$24,138,748 in land sales proceeds, while expending/obligating \$33,275,968, producing a net return to the City General Fund of (\$9,137,220). At project completion, the City forecasts that it will net approximately \$17,700,000 to the City General Fund (recovery of initial \$30,000,000 investment plus an additional \$17,700,000 for total return of/on investment of \$47,700,000). Staff will adjust this forecast periodically as the project proceeds.

**Return On Investment Report  
Airport Redevelopment Project**

	Build Out Forecast	To Date Actuals	
<b>Revenues</b>			
Gross Land Sales	\$ 76,000,000	\$ 24,138,748	
Other Income	\$ -	\$ -	
	=====	=====	
Total Revenues	\$ 76,000,000	\$ 24,138,748	
<b>Expenses</b>			
LHR Note Repayment	\$ (12,300,000)	\$ (4,260,489)	for prior relocation costs
City Relocation	\$ (12,000,000)	\$ (9,932,987)	
City Demolition	\$ (2,100,000)	\$ (1,526,424)	
City Remediation	\$ (2,900,000)	\$ (277,150)	
City Infrastructure	\$ (13,000,000)	\$ (14,168,378)	
City Other	\$ -	\$ (20,000)	Trustee Fees
SBIAA Payment	\$ (16,000,000)	\$ (3,090,540)	estimate
	=====	=====	
Total Expenses	\$ (58,300,000)	\$ (33,275,968)	
<b>Net City Return</b>	<b>9/30/2016</b>	<b>\$ 17,700,000</b>	<b>\$ (9,137,220)</b>

The former Redevelopment Agency invested \$8.4 million for relocation expenses. The table above does not acknowledge these expenses, but they should be considered part of the total cost of relocation for the Airport Redevelopment Project.

**ENVIRONMENTAL IMPACT:**

Pursuant to Section 15378 of the California Environmental Quality Act, a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A Project does not include the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

**GENERAL PLAN CONSISTENCY:**

The proposed action is consistent with the following Guiding Principle of the General Plan:

"Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business."

**LEGAL REVIEW:**

The City Attorney reviewed and approved the staff report.

**FINANCIAL IMPACT:**

The report summarizes various financial transactions of the Airport Escrow Account.

**RECOMMENDATION:**

Staff recommends that the City Council Receive and File the Statement of Income and Expenditures related to the Airport Escrow Account for the month ending September 30, 2016.

Exhibit A

Airport Escrow Account

Statement of Income and Expense (Cash Basis)(Adjusted for Gains/Losses) on Investment Value

Submitted Date	Paid Date	Description/Vendor	Payee	Draw No.	Article VI Purpose	Section	City Account #	Original Deposit	CalTrust Inv Income	FSB Inv Income	Realized (Gain)/Loss	Unrealized Gain/(Loss)	City Interest Sweep	All Expenses	Account Balance
03/14/13	03/14/13	Original Deposit						\$ 30,000,000.00							\$ 30,000,000.00
03/31/13	04/30/13	Investment Income for Feb, 2013						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000,000.00
04/30/13	04/30/13	Unrealized Inv Gain/(Loss) for April, 2013						\$ -	\$ -	\$ -	\$ -	\$ 29,743.53	\$ -	\$ -	\$ 30,029,743.53
04/01/13	04/01/13	Investment Income for March, 2013						\$ 11,224.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,040,967.60
05/31/13	05/31/13	Unrealized Inv Gain/(Loss) for May, 2013						\$ -	\$ -	\$ -	\$ -	\$ (89,280.08)	\$ -	\$ -	\$ 29,951,687.52
05/31/13	05/31/13	Redemption Gain/(Loss) for May, 2013						\$ -	\$ -	\$ -	\$ (50.44)	\$ 50.44	\$ -	\$ -	\$ 29,951,687.52
04/30/13	06/03/13	EPIC Land Solutions (Feb/2013 Invoice)	EPIC	2013-001	Relocation	6.02	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (8,615.81)	\$ 29,943,071.71
04/30/13	06/03/13	EPIC Land Solutions (Feb/Mar 2013 Invoices)	EPIC	2013-001	Relocation	6.02	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,931,297.72
06/04/13	06/04/13	FSB/Annual Escrow Fees thru 12/31/13	FSB	2013-002	Escrow Fees	n/a	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000.00)	\$ 29,926,297.72
05/01/13	05/01/13	Investment Income for April, 2013						\$ 16,659.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,942,956.99
06/30/13	06/30/13	Unrealized Inv Gain/(Loss) for June, 2013						\$ -	\$ -	\$ -	\$ -	\$ (118,995.86)	\$ -	\$ -	\$ 29,823,961.13
06/03/13	06/03/13	Investment Income for May, 2013						\$ 14,250.24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,838,211.37
07/31/13	07/31/13	Unrealized Inv Gain/(Loss) for July, 2013						\$ -	\$ -	\$ -	\$ -	\$ 59,528.24	\$ -	\$ -	\$ 29,897,739.61
07/31/13	07/31/13	Investment Income for Jun, 2013						\$ 15,199.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,912,939.25
08/30/13	08/30/13	Redemption Gain/(Loss) for July, 2013						\$ -	\$ -	\$ -	\$ (558.09)	\$ 558.09	\$ -	\$ -	\$ 29,912,939.25
08/01/13	08/31/13	Investment Income for July, 2013						\$ 14,651.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,927,590.25
08/31/13	08/31/13	Unrealized Inv Gain/(Loss) for Aug, 2013						\$ -	\$ -	\$ -	\$ -	\$ (29,871.79)	\$ -	\$ -	\$ 29,897,718.46
08/31/13	09/03/13	Lewis Hillwood Rialto (Miro Way Design)	Lewis Hillwood	2013-003	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (93,378.95)	\$ 29,804,339.51
08/01/13	08/31/13	Unrealized Inv Gain/(Loss) for July, 2013						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,804,339.51
09/23/13	09/30/13	EPIC Land Solutions	EPIC	2013-004	Relocation	6.02	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (23,372.84)	\$ 29,780,966.67
09/30/13	09/30/13	Investment Income for Aug, 2013						\$ 16,014.15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,796,980.82
09/30/13	09/30/13	Unrealized Inv Gain/(Loss) for Sept, 2013						\$ -	\$ -	\$ -	\$ -	\$ 89,292.29	\$ -	\$ -	\$ 29,886,273.11
09/30/13	09/30/13	Redemption Gain/(Loss) for Sept, 2013						\$ -	\$ -	\$ -	\$ (79,839.25)	\$ -	\$ -	\$ -	\$ 29,806,433.86
10/31/13	10/31/13	Investment Income for Sep, 2013						\$ 12,961.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,819,395.53
10/31/13	10/31/13	Unrealized Inv Gain/(Loss) for Oct, 2013						\$ -	\$ -	\$ -	\$ -	\$ 19,723.93	\$ -	\$ -	\$ 29,839,119.46
10/31/13	10/31/13	Redemption Gain/(Loss) for Oct, 2013						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,839,119.46
11/30/13	11/30/13	Investment Income for Oct, 2013						\$ 11,223.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,850,342.98
11/30/13	11/30/13	Unrealized Inv Gain/(Loss) for Nov, 2013						\$ -	\$ -	\$ -	\$ -	\$ 19,723.93	\$ -	\$ -	\$ 29,870,066.91
11/30/13	11/30/13	Redemption Gain/(Loss) for Nov, 2013						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,870,066.91
12/31/13	12/31/13	Investment Income for Nov, 2013						\$ 11,810.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,881,877.68
12/31/13	12/31/13	Unrealized Inv Gain/(Loss) for Dec, 2013						\$ -	\$ -	\$ -	\$ -	\$ (39,415.74)	\$ -	\$ -	\$ 29,842,461.94
12/31/13	12/31/13	Redemption Gain/(Loss) for Dec, 2013						\$ -	\$ -	\$ -	\$ (32.11)	\$ -	\$ -	\$ -	\$ 29,842,429.83
12/31/13	01/06/14	Lockwood Engineering	Lockwood	2013-005	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,800.00)	\$ 29,831,629.83
12/31/13	01/06/14	FedEx Charges	FSB	2013-005	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ (5.44)	\$ -	\$ -	\$ 29,831,624.39
01/01/14	01/22/14	Lewis Hillwood Rialto (Miro Way Design)	Lewis Hillwood	2014-001	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (120,791.08)	\$ 29,710,833.31
01/01/14	01/21/14	North Fitzgerald Leasehold Acquisition	First American Title (wire)	2014-002	Relocation	6.02	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,475,605.00)	\$ 28,235,228.31
01/31/14	01/31/14	Investment Income for Dec, 2013						\$ 12,464.68	\$ 0.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,247,693.01
01/31/14	01/31/14	Unrealized Inv Gain/(Loss) for Jan, 2014						\$ -	\$ -	\$ -	\$ -	\$ 39,426.38	\$ -	\$ -	\$ 28,287,119.39
01/31/14	01/31/14	Redemption Gain/(Loss) for Jan, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,287,119.39
02/12/14	02/12/14	Reimbursement of Surplus Escrow Deposit for NFA	City of Rialto			6.02	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 28,288,719.39
02/28/14	02/28/14	Investment Income for January, 2014						\$ 10,909.56	\$ 0.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,299,629.02
02/28/14	02/28/14	Unrealized Inv Gain/(Loss) for Feb, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,299,629.02
02/28/14	02/28/14	Redemption Gain/(Loss) for Feb, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,299,629.02
03/03/14	03/03/14	FSB/Annual Escrow Fees thru 12/31/14	FSB	2014-003	Escrow Fees	n/a	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,000.00)	\$ 28,294,629.02
03/31/14	03/31/14	Investment Income for Feb, 2014						\$ 12,409.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,307,038.46
03/31/14	03/31/14	Unrealized Inv Gain/(Loss) for Mar, 2014						\$ -	\$ -	\$ -	\$ -	\$ (19,713.19)	\$ -	\$ -	\$ 28,287,325.27
03/31/14	03/31/14	Redemption Gain/(Loss) for Mar, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,287,325.27
04/01/14	04/07/14	Relocation Draws 2014-004,005,006	City of Rialto	2014-004,5,6	Relocation	6.02	300-500-4267-2011-130704-30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,318.37)	\$ 28,277,006.90
04/17/14	04/22/14	Lewis Hillwood Rialto (Miro Way Design)	Lewis Hillwood	2014-007	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (57,226.97)	\$ 28,219,779.93
04/30/14	04/30/14	Investment Income for Mar, 2014						\$ 11,803.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,231,582.97
04/30/14	04/30/14	Unrealized Inv Gain/(Loss) for Apr, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,231,582.97
04/30/14	04/30/14	Redemption Gain/(Loss) for Apr, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,231,582.97
05/07/14	05/09/14	City of Rialto	City of Rialto	2014-008	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (32,661.53)	\$ 28,198,921.44
05/21/14	05/22/14	REDA Acquisition -- City National Bank	Leiske	2014-009	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (50,000.00)	\$ 28,148,921.44
05/29/14	05/30/14	SBIAA/County of SB	SBIAA	2014-011	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,121,878.00)	\$ 24,027,043.44
05/31/14	05/31/14	Investment Income for Apr, 2014						\$ 12,171.37	\$ 0.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,039,214.97
05/31/14	05/31/14	Unrealized Inv Gain/(Loss) for May, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,039,214.97
05/31/14	05/31/14	Redemption Gain/(Loss) for May, 2014						\$ -	\$ -	\$ -	\$ 196.55	\$ 39,229.83	\$ -	\$ -	\$ 24,078,641.35
05/30/14	06/03/14	Lewis Hillwood Rialto (Miro Way Design)	Lewis Hillwood	2014-010	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (26,708.10)	\$ 24,051,933.25
05/30/14	06/03/14	Lockwood Engineering	Lockwood	2014-010	Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (6,000.00)	\$ 24,045,933.25
06/26/14	06/30/14	City of Rialto (Misc Relocation)	City of Rialto	2014-012	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (263,409.85)	\$ 23,782,523.40
06/30/14	06/30/14	Investment Income for May, 2014						\$ 8,451.60	\$ 11.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,790,986.95
06/30/14	06/30/14	Unrealized Inv Gain/(Loss) for June, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,790,986.95
06/30/14	06/30/14	Redemption Gain/(Loss) for June, 2014						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,790,986.95
06/09/14	06/09/14	FedEx Charges	FSB		Infrastructure	6.05	300-500-4267-2011-130704-05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5.63)	\$ 23,790,981.32
07/01/14	07/02/14	REDA Acquisition -- City National Bank	Leiske	2014-014	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,512,490.00)	\$ 22,278,491.32
07/02/14	07/03/14	Joe C Acquisition -- Initial Deposit	FSB	2014-013	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,000.00)	\$ 22,178,491.32
07/14/14	07/15/14	Environmental Audit Services	Converse Consultants	2014-015	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,750.00)	\$ 22,175,741.32
07/14/14	07/15/14	Relocation Services	EPIC	2014-015	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (122,623.65)	\$ 22,053,117.67
07/21/14	07/22/14	Joe C Acquisition -- Final Payment	FSB	2014-017	Relocation	6.02	300-500-4267-2011-130704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (231,305.00)	\$ 21,821,812.67
07/21/14	07/23/14	City of Rialto (Misc Relocation)	City of Rialto	2014-016	Relocation	6.02	300-500-4267-20								

Exhibit A

Airport Escrow Account

Statement of Income and Expense (Cash Basis)(Adjusted for Gains/(Losses) on Investment Value

Submitted Date	Paid Date	Description/Vendor	Payee	Draw No.	Article VI Purpose	Section	City Account #	Original Deposit	CalTrust Inv Income	FSB Inv Income	Realized (Gain)/Loss	Unrealized (Gain)/(Loss)	City Interest Sweep	All Expenses	Account Balance
09/08/14	09/09/14	City of Rialto (OPC Consulting Expenses/Miro Way)	OPC	2014-020	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(6,351.25)	\$ 21,135,290.30
09/10/14	09/11/14	LIGA Leasehold Termination Payment	LIGA	2014-022	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(100,750.00)	\$ 21,034,540.30
09/11/14	09/14/14	City of Rialto (Various Relocation Reimbursements)	City of Rialto	2014-023	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(126,271.68)	\$ 20,908,268.62
09/24/14	09/26/14	Orange Coast Title (Wong Acquisition/Miro Way)		2014-024	Infrastructure		300-500-4267-2011-130704-05	\$	-	\$	-	\$	\$	(166,969.00)	\$ 20,741,299.62
09/30/14	09/30/14	Investment Income for Aug, 2014						\$	1,175.64	\$	-	\$	\$	-	\$ 20,742,475.26
09/30/14	09/30/14	Reimbursement of Surplus Escrow Deposit for Joe C FSB	FSB			6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	102.00	\$ 20,742,577.26
10/31/14	10/31/14	Investment Income for Sept, 2014						\$	1,142.74	\$	0.19	\$	\$	-	\$ 20,743,720.19
11/04/14	11/06/14	Epic Land Solutions	EPIC	2014-025	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(134,100.54)	\$ 20,609,619.65
11/18/14	11/20/14	OPC Consultants/Miro Way	OPC	2014-026	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(1,007.50)	\$ 20,608,612.15
11/18/14	11/20/14	City of Rialto (Various Relocation Reimbursements)	City of Rialto	2014-027	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(116,176.74)	\$ 20,492,435.41
11/30/14	11/30/14	Investment Income for Oct, 2014						\$	1,226.43	\$	-	\$	\$	-	\$ 20,493,661.84
12/17/14	12/17/14	Stop Payment on Check	City of Rialto	2014-027	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	116,176.74	\$ 20,609,838.58
12/18/14	12/18/14	City of Rialto (Various Relocation Reimbursements)	City of Rialto	2014-027	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(116,176.74)	\$ 20,493,661.84
12/31/14	12/31/14	Investment Income for Nov, 2014						\$	1,143.48	\$	0.55	\$	\$	-	\$ 20,494,805.87
01/09/15	1/9/2015	City of Rialto (Various Relocation Reimbursements)	City of Rialto	2014-028	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(19,346.24)	\$ 20,475,459.63
1/26/2015	1/29/2015	EPIC Land Solutions	EPIC Land Solutions	2015-001	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(27,670.38)	\$ 20,447,789.25
01/31/15	01/31/15	Investment Income for Dec, 2014						\$	1,406.48	\$	0.21	\$	\$	-	\$ 20,449,195.94
02/28/15	02/28/15	Investment Income for Jan 2015						\$	1,519.42	\$	-	\$	\$	-	\$ 20,450,715.36
3/2/2015	3/3/2015	City of Rialto (Various Relocation Reimbursements)	City of Rialto	2015-002	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(44,837.00)	\$ 20,405,878.36
03/09/15	03/16/15	Demolition Project Management	Willdan Engineering	2015-003	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(15,791.57)	\$ 20,390,086.79
03/09/15	03/17/15	ROW Acquisition Services	OPC	2015-004	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(3,185.00)	\$ 20,386,901.79
03/09/15	03/17/15	City Plancheck Fees	City of Rialto	2015-004	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(39,193.40)	\$ 20,347,708.39
03/09/15	03/17/15	Misc Demolition (Salaries/Sandbags)	City	2015-004	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(6,654.05)	\$ 20,341,054.34
03/25/15	03/26/15	FSB/Annual Escrow Fees thru 12/31/15	FSB	2015-005	Escrow Fees	n/a	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(5,000.00)	\$ 20,336,054.34
03/25/15	03/26/15	Plancheck Fees	City of Rialto	2015-006	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(24,112.60)	\$ 20,311,941.74
03/25/15	03/27/15	Plancheck Fees	LHR	2015-006	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(28,665.00)	\$ 20,283,276.74
03/31/15	03/31/15	Investment Income for Feb 2015						\$	1,498.15	\$	0.06	\$	\$	-	\$ 20,284,774.95
04/16/15	04/17/15	City of Rialto	City of Rialto	2015-007	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(62,403.74)	\$ 20,222,371.21
04/16/15	04/20/15	Miro Way Design	LHR	2015-008	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(23,116.99)	\$ 20,199,254.22
04/16/15	04/20/15	Lewis Hillwood Rialto LLC	LHR	2015-009	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(149,706.50)	\$ 20,049,547.72
04/30/15	04/30/15	Investment Income for Mar 2015						\$	1,749.80	\$	0.13	\$	\$	-	\$ 20,051,297.65
05/06/15	05/12/15	Demolition Project Management	Willdan Engineering	2015-010	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(8,713.75)	\$ 20,042,583.90
05/06/15	05/12/15	State Water Resources Control Board	SWRCB	2015-010	Remediation	6.04	300-500-4267-3001-130704-55	\$	-	\$	-	\$	\$	(3,223.81)	\$ 20,039,360.09
05/06/15	05/12/15	Daily Journal	SB Daily Journal	2015-010	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(1,350.08)	\$ 20,038,010.01
05/06/15	05/12/15	Lockwood Engineering (Alder Ave Plancheck)	Lockwood	2015-011	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(12,000.00)	\$ 20,026,010.01
05/06/15	05/12/15	City of Rialto (Plancheck Fees)	City of Rialto	2015-011	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	0.86	\$	\$	(12,717.10)	\$ 20,013,292.77
05/31/15	05/31/15	Investment Income for Apr 2015						\$	1,754.77	\$	-	\$	\$	-	\$ 20,015,048.54
05/13/15	06/10/15	Relocation Consulting Services	EPIC Land Solutions	2015-012	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(34,564.84)	\$ 19,980,483.70
05/20/15	06/10/15	Demolition Project Management	Willdan Engineering	2015-014	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(18,203.68)	\$ 19,962,280.02
05/20/15	06/10/15	Demolition Environmental Services	Kimley Horn	2015-014	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(9,800.00)	\$ 19,952,480.02
05/20/15	06/10/15	Board Up Services	Brett Carlson	2015-014	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(1,296.00)	\$ 19,951,184.02
05/28/15	06/12/15	Alder Avenue Escrow Establishment	FSB	2015-015	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(1,869,928.00)	\$ 18,081,256.02
06/01/15	06/15/15	Locust/Linden/RP Design #3 Reimbursement	LHR	2015-017	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(68,531.52)	\$ 18,012,724.50
06/30/15	06/30/15	Investment Income for May 2015						\$	1,804.03	\$	-	\$	\$	-	\$ 18,014,528.53
07/07/15	07/08/15	UST Removal	Tafoya & Associates	2015-018	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(61,411.50)	\$ 17,953,117.03
07/07/15	07/08/15	Asbestos Survey Reimbursement	LHR	2015-018	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(29,629.74)	\$ 17,923,487.29
07/17/15	07/20/15	Hangar Relocation	Lockwood	2015-016	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(6,900.00)	\$ 17,916,587.29
07/31/15	07/31/15	Investment Income for June 2015						\$	1,742.55	\$	0.18	\$	\$	-	\$ 17,918,330.02
07/22/15	08/06/15	Testing of Removed Tanks	Petroleum Tank Testing	2015-020	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(745.00)	\$ 17,917,585.02
07/22/15	08/06/15	Improvement Inspections	Willdan Engineering	2015-020	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(5,782.50)	\$ 17,911,802.52
07/22/15	08/06/15	Debris/Trash Removal	Burtec Waste Industries	2015-020	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(212.19)	\$ 17,911,590.33
07/30/15	08/06/15	Demolition of Hangars	Pantano Demolition	2015-021	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(159,258.00)	\$ 17,752,332.33
07/30/15	08/11/15	Mata ROW Acquisition	City of Rialto	2015-022	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(11,569.00)	\$ 17,740,763.33
08/31/15	08/31/15	Investment Income for July 2015						\$	1,783.90	\$	0.02	\$	\$	-	\$ 17,742,547.25
09/24/15	09/25/15	Plancheck Fees	City of Rialto	2015-022	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(99,776.70)	\$ 17,642,770.55
09/24/15	09/25/15	Demolition of Hangars	Pantano Demolition	2015-023	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(8,678.25)	\$ 17,634,092.30
09/24/15	09/25/15	Remediation Oversight	SWRCB	2015-023	Remediation	6.04	300-500-4267-3001-130704-55	\$	-	\$	-	\$	\$	(10.00)	\$ 17,634,082.30
09/30/15	09/30/15	Investment Income for August 2015						\$	1,981.01	\$	-	\$	\$	-	\$ 17,636,063.31
10/13/15	10/14/15	Pollution Legal Liability Policy	Alliant Insurance Services	2015-024	Remediation	6.04	300-500-4267-3001-130704-55	\$	-	\$	-	\$	\$	(266,256.00)	\$ 17,369,807.31
10/27/15	10/27/15	Miro Way Improvement Escrow	FSB	2015-013	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(5,551,780.00)	\$ 11,818,027.31
10/22/15	10/28/15	ROW for Walnut/Laurel Avenue	Rosemead Properties	2015-025	Infrastructure	6.05	300-500-4267-3001-130704-05	\$	-	\$	-	\$	\$	(63,700.00)	\$ 11,754,327.31
10/22/15	10/28/15	Relocation Services	EPIC Land Solutions	2015-027	Relocation	6.02	300-500-4267-2011-130704-30	\$	-	\$	-	\$	\$	(5,381.25)	\$ 11,748,946.06
10/22/15	10/28/15	State Water Resources Control Board	State WRCB	2015-028	Remediation	6.04	300-500-4267-3001-130704-55	\$	-	\$	-	\$	\$	(3,563.68)	\$ 11,745,382.38
10/22/15	10/28/15	Demolition Board Ups	Brett Carlson	2015-028	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(4,398.00)	\$ 11,740,984.38
10/22/15	10/28/15	Tank Clearances	San Bernardino County Fire	2015-028	Demolition	6.03	300-500-4267-3001-130704-45	\$	-	\$	-	\$	\$	(323.00)	\$ 11,740,661.38
10/31/15	10/31/15	Investment Income for September 2015						\$	2,077.53	\$	0.03	\$	\$	-	\$ 11,7

Exhibit A

Airport Escrow Account

Statement of Income and Expense (Cash Basis)(Adjusted for Gains/Losses) on Investment Value

Submitted Date	Paid Date	Description/Vendor	Payee	Draw No.	Article VI Purpose	Section	City Account #	Original Deposit	CalTrust Inv Income	FSB Inv Income	Realized (Gain)/Loss	Unrealized Gain/(Loss)	City Interest Sweep	All Expenses	Account Balance
01/04/16	02/26/16	Locust/Linden/RP Design #4	Lewis Hillwood	2016-001	Infrastructure	6.05		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(62,694.88)	\$ 6,736,207.67
02/24/16	02/26/16	Yancey Rent Reimbursement	City of Rialto	2016-008	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(12,173.00)	\$ 6,724,034.67
01/15/16	02/26/16	Remediation Oversight	State WRCB	2016-003	Remediation	6.04		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(1,722.90)	\$ 6,722,311.77
02/05/16	02/26/16	Phase II Demolition/Remediation	West Tech Contracting	2016-004	Remediation	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(103,488.65)	\$ 6,618,823.12
02/24/16	02/26/16	Relocation Consulting Services	EPIC Land Solutions	2016-007	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(7,391.25)	\$ 6,611,431.87
02/24/16	02/25/16	FSB/Annual Escrow Fees thru 12/31/16	FSB	2016-006	Miscellaneous	n/a		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(5,000.00)	\$ 6,606,431.87
02/29/16	02/29/16	Investment Income for February 2016						\$ 2,667.16	\$ -	\$ 33.13	\$ -	\$ -	\$ -	\$ -	\$ 6,609,132.16
03/16/16	03/18/16	Relocation Reimbursements	City of Rialto	2016-009	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(44,336.12)	\$ 6,564,796.04
03/16/16	03/18/16	Burrowing Owl Survey Work	Kimley Horn	2016-010	Remediation	6.04		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(15,000.00)	\$ 6,549,796.04
03/16/16	03/18/16	Remediation Oversight	State WRCB	2016-010	Remediation	6.04		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(2,373.21)	\$ 6,547,422.83
03/31/16	03/31/16	Investment Income for March 2016						\$ 2,231.23	\$ -	\$ 5.62	\$ -	\$ -	\$ -	\$ -	\$ 6,549,659.68
04/06/16	04/08/16	Phase II Demolition/Remediation	West Tech Contracting	2016-011	Remediation	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(667,476.13)	\$ 5,882,183.55
04/06/16	04/08/16	Water line in Renaissance Parkway	San Gabriel Valley Water	2016-012	Infrastructure	6.05		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(500,000.00)	\$ 5,382,183.55
04/06/16	04/08/16	Miro Way Design #7 Final	Lewis Hillwood Rialto LLC	2016-013	Infrastructure	6.05		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(57,307.56)	\$ 5,324,875.99
04/30/16	04/30/16	Investment Income for April 2016						\$ 2,400.23	\$ -	\$ 0.08	\$ -	\$ -	\$ -	\$ -	\$ 5,327,276.30
05/02/16	05/03/16	Hangar Construction at SBIAA for Judy Scholl	SBIAA(First American Title)	2016-005	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(566,000.00)	\$ 4,761,276.30
05/02/16	05/04/16	Relocation Consulting Services	EPIC Land Solutions	2016-014	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(2,073.75)	\$ 4,759,202.55
05/10/16	05/12/16	Relocation Reimbursements	City of Rialto (Yancey Reimbursement)	2016-015	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(12,290.00)	\$ 4,746,912.55
05/31/16	05/31/16	Investment Income for May 2016						\$ 1,972.97	\$ -	\$ 0.08	\$ -	\$ -	\$ -	\$ -	\$ 4,748,885.60
06/15/16	06/15/16	Remediation Oversight	State WRCB	2016-018	Remediation	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(860.96)	\$ 4,748,024.64
06/15/16	06/15/16	Biological Services	Kimley Horn	2016-018	Demolition	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(15,000.00)	\$ 4,733,024.64
06/15/16	06/28/16	Payment Request #3 for Demo/Rem Project	West Tech Contracting	2016-016	Demolition	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(192,240.38)	\$ 4,540,784.26
06/30/16	06/30/16	Investment Income for June 2016						\$ 1,723.87	\$ -	\$ 6.62	\$ -	\$ -	\$ -	\$ -	\$ 4,542,514.75
07/25/16	07/26/16	Payment Request #4 for Demo/Rem Project	West Tech Contracting	2016-017	Demolition	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(50,695.01)	\$ 4,491,819.74
07/31/16	07/31/16	Investment Income for July 2016						\$ 1,637.11	\$ -	\$ 0.08	\$ -	\$ -	\$ -	\$ -	\$ 4,493,456.93
08/05/16	08/08/16	Relocation Consulting Services	EPIC Land Solutions	2016-019	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(4,273.75)	\$ 4,489,183.18
08/26/16	08/29/16	Design Reimbursement for Ren/Laurel/Locust	Lewis Hillwood Rialto LLC	2016-021	Infrastructure	6.05		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(179,240.14)	\$ 4,309,943.04
08/31/16	08/30/16	Demolition Project Management	Willdan Engineering	2016-022	Demolition	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(75,155.95)	\$ 4,234,787.09
08/05/16	08/08/16	Transfer of Investment Earnings to GF	City of Rialto (Investment Earnings Transfer)	2016-020	Investment Earnings	n/a		\$ -	\$ -	\$ -	\$ -	\$ -	(41,550.09)	\$ -	\$ 4,193,237.00
08/31/16	08/31/16	Investment Income for August 2016						\$ 1,567.32	\$ -	\$ 0.09	\$ -	\$ -	\$ -	\$ -	\$ 4,194,804.41
09/12/16	09/13/16	Reimburse City for Willdan PM Expenses	City of Rialto	2016-023	Demolition & Remediation	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(44,478.59)	\$ 4,150,325.82
09/27/16	09/28/16	Payment to CDP for Miro Way ROW Mapping	CDP Development Inc.	2016-024	Infrastructure	6.05		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(39,083.65)	\$ 4,111,242.17
09/27/16	09/28/16	Remediation Oversight	State Water Resources Control Board	2016-025	Remediation	6.03		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(3,250.34)	\$ 4,107,991.83
09/27/16	09/28/16	Reimburse City for Yancey Rent at Chino	City of Rialto (Yancey Reimbursement)	2016-026	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(26,805.00)	\$ 4,081,186.83
09/27/16	09/28/16	Relocation Consulting Services	EPIC Land Solutions	2016-027	Relocation	6.02		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(2,921.25)	\$ 4,078,265.58
09/30/16	09/30/16	Investment Income for Sept 2016						\$ 1,483.38	\$ -	\$ 2.21	\$ -	\$ -	\$ -	\$ -	\$ 4,079,751.17

<b>Totals</b>								\$ 30,000,000.00	\$ 238,368.48	\$ 88.02	\$ (80,283.34)	\$ (0.00)	\$ (153,482.97)	\$ (25,924,939.02)	\$ 4,079,751.17
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Summary of Income/Expense	Date	Amounts	Portfolio Returns	
Total Required Expenditures		\$ 30,000,000.00		\$ 0.00
Total Expenditures to Date	9/30/2016	\$ (26,078,421.99)	Inv Income	\$ 238,456.50
Less: Transfer of Investment Income to General Fund		\$ 111,932.88	Realized Gains/Losses	\$ (80,283.34)
Equals: Net Expenditures	9/30/2016	\$ (25,966,489.11)	Unrealized Gains/Losses	\$ (0.00)
Remaining Required Expenditures	9/30/2016	\$ 4,033,510.89	Total Gains/Losses	\$ (80,283.34)
Available Funds in Escrow Account (NAV)	9/30/2016	\$ 4,079,751.17		
Shortage of Funds due to Potential Investment Losses	9/30/2016	\$ -	<b>Net Portfolio Returns</b>	\$ 158,173.16
			GF Transfer	\$ (153,482.97)
			Balance of Inv Earnings	\$ 4,690.19

Summary of Investment Portfolio	Date	Amounts	
Cash with FSB	9/30/2016	250.18	\$ 250.18
CalTrust Money Market Portfolio	9/30/2016	4,079,500.99	\$ 4,079,500.99
CalTrust Medium Term Portfolio	9/30/2016		\$ -
Total All Invested Funds			\$ 4,079,751.17



**CITY OF RIALTO/LEWIS  
STATEMENT FOR PERIOD  
September 01, 2016 - September 30, 2016**

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS 200-000165-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,194,556.340	1.00	4,194,556.34	1.00	4,194,556.34	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,483.380	1.00	1,483.38	1.00	1,483.38	0.00
09/13/2016	REDEMPTION	-44,478.590	1.00	-44,478.59	1.00	-44,478.59	0.00
09/28/2016	REDEMPTION	-39,083.650	1.00	-39,083.65	1.00	-39,083.65	0.00
09/28/2016	REDEMPTION	-3,250.240	1.00	-3,250.24	1.00	-3,250.24	0.00
09/28/2016	REDEMPTION	-26,805.000	1.00	-26,805.00	1.00	-26,805.00	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	-2,921.250	1.00	-2,921.25	1.00	-2,921.25	0.00
09/30/2016	ENDING BALANCE	4,079,500.990	1.00	4,079,500.99		4,079,500.99	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,554.22			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - MIRO WAY 200-000207-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	6,035,219.860	1.00	6,035,219.86	1.00	6,035,219.86	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	2,026.340	1.00	2,026.34	1.00	2,026.34	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	0.00
09/30/2016	ENDING BALANCE	6,037,246.200	1.00	6,037,246.20		6,037,246.20	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			2,256.28			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - ALDER 200-000208-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	3,149,036.510	1.00	3,149,036.51	1.00	3,149,036.51	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,058.250	1.00	1,058.25	1.00	1,058.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	0.00
09/30/2016	ENDING BALANCE	3,150,094.760	1.00	3,150,094.76		3,150,094.76	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,177.27			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - LAREL, WALNU 200-000220-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,552,333.340	1.00	4,552,333.34	1.00	4,552,333.34	0.00

**For Inquiries About Your Account, Contact:**

Nottingham Investment Administration  
116 South Franklin Street  
Rocky Mount, NC 27804  
Attention: CalTRUST Shareholder Services  
Phone: 800.773.3863  
Fax: 252-972-1908  
Email: caltrustsupport@ncfunds.com

CITY OF RIALTO/LEWIS  
CITY OF RIALTO/LEWIS - LAREL, WALNU  
LAUREL, WALNUT, LOCUST  
ATTN: EDWARD CARRILLO  
150 S PALM AVE  
RIALTO, CA 92376

## ACCOUNT STATEMENT

SEPTEMBER 1, 2016 TO SEPTEMBER 30, 2016

**LEWIS HILLWOOD RIALTO CO., LLC**  
**CITY OF RIALTO**

**ACCOUNT NUMBER 1084650200**

## ACCOUNT SUMMARY

### Receipts

Cash Deposits	\$116,538.73
Asset Deposits	\$0.00
Gain Distributions	\$0.00
Miscellaneous Receipts	\$0.00
<b>Total Receipts</b>	<b>\$116,538.73</b>

### Distributions

Cash Distributions	\$0.00
Asset Distributions	\$0.00
Miscellaneous Asset Distribution	\$0.00
<b>Total Distributions</b>	<b>\$0.00</b>

### Investment Income

Dividend Income	\$0.00
Interest Income	\$2.21
Tax Free Income	\$0.00
Rent/Royalty Income	\$0.00
Other Miscellaneous Income	\$0.00
<b>Total Investment Income</b>	<b>\$2.21</b>

### Expenses

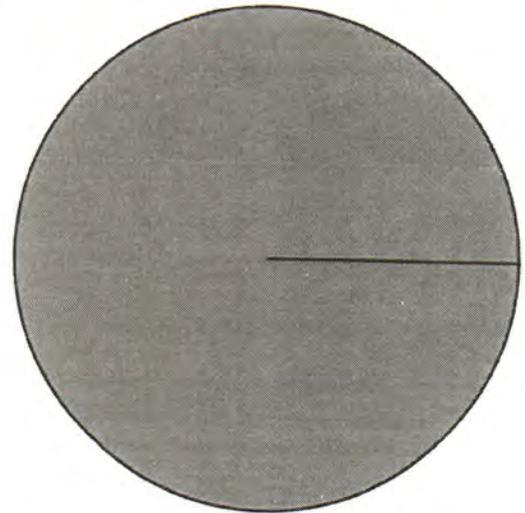
Payments To A Beneficiary	(\$116,538.83)
Payments For A Beneficiary	\$0.00
Administration Expenses	\$0.00
Real Estate Expenses	\$0.00
Transfers	\$0.00
Fees	\$0.00
Taxes	\$0.00
Other Miscellaneous Expenses	\$0.00
<b>Total Expenses</b>	<b>(\$116,538.83)</b>

### Net Account Value

Value as of August 31, 2016	\$4,493,457.02
Value as of September 30, 2016	\$4,194,806.52

## PORTFOLIO SUMMARY

Asset Allocation	Market Value	%
Cash And Equivalents	\$250.18	0%
Common Stock		
International Stock		
Non-Taxable Fixed Income		
Note Receivables		
Other / Alternatives		
Preferred Stock		
Real Estate		
Sundry Assets	\$4,194,556.34	100%
Taxable Fixed Income		
<b>Total Asset Value</b>	\$4,194,806.52	100%
Liabilities	\$0.00	
<b>Net Account Value</b>	\$4,194,806.52	





## DETAIL ACTIVITY FOR THIS PERIOD

Date	Transaction Description	Income Cash	Principal Cash
09/01/16	BEGINNING BALANCES	\$68.07	\$180.00
09/01/16	INTEREST ON CREDIT FOR CASH BALANCES PAYABLE 09/01/16 EFFECTIVE 08/31/16	\$2.21	
09/06/16	RECEIVED 1,567.32 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS EFFECTIVE 08/01/16 INCOME DISTRIBUTION MONTH OF JULY		
09/06/16	DELIVERED 4,273.75 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/08/16 REDEMPTION		
09/06/16	DELIVERED 41,550.09 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/08/16 REDEMPTION		
09/06/16	DELIVERED 179,240.14 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/26/16 REDEMPTION		
09/06/16	DELIVERED 75,155.95 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/30/16 REDEMPTION		
09/13/16	RECEIVED FROM CALTRUST MONEY MARKET DRAW REQUEST 2016-023		\$44,478.59
09/13/16	DISTRIBUTION TO CITY OF RIALTO ATTN: CITY ADMINISTRATOR DRAW REQUEST 2016-023		(\$44,478.59)
09/28/16	RECEIVED FROM CALTRUST MONEY MARKET DRAW REQUEST 2016-025		\$3,250.24
09/28/16	RECEIVED FROM CALTRUST MONEY MARKET DRAW REQUEST 2016-026		\$26,805.00
09/28/16	RECEIVED FROM CALTRUST MONEY MARKET DRAW REQUEST 2016-027		\$2,921.25
09/28/16	RECEIVED FROM CALTRUST MONEY MARKET DRAW REQUEST 2016-024		\$39,083.65
09/28/16	TRANSFERRED FROM INCOME DRAW # 2016-025		\$0.10
09/28/16	TRANSFERRED TO PRINCIPAL DRAW # 2016-025	(\$0.10)	
09/28/16	DISTRIBUTION TO CDP DEVELOPMENT INC. DRAW #2016-024		(\$39,083.65)
09/28/16	DISTRIBUTION TO STATE WATER RESOURCES CONTROL SCP PROGRAM DRAW # 2016-025		(\$3,250.34)



## DETAIL ACTIVITY FOR THIS PERIOD

Date	Transaction Description	Income Cash	Principal Cash
09/28/16	DISTRIBUTION TO EPIC LAND SOLUTIONS, INC DRAW # 2016-027		(\$2,921.25)
09/28/16	DISTRIBUTION TO CITY OF RIALTO ATTN: CITY ADMINISTRATOR DRAW # 2016-026		(\$26,805.00)
09/30/16	ENDING BALANCES	\$70.18	\$180.00



## DETAIL ACCOUNT POSITIONS AS OF SEPTEMBER 30, 2016

Units	Asset Description	Cost Basis	Unit Price	Market Value	Estimated Annual Income	Yield at Market (%)
<b>CASH AND EQUIVALENTS</b>						
	PRINCIPAL CASH	\$180.00		\$180.00		
	INCOME CASH	\$70.18		\$70.18		
TOTAL CASH AND EQUIVALENTS		\$250.18		\$250.18		
<b>SUNDRY ASSETS</b>						
4,194,556.34	THE HERITAGE MONEY MARKET FUND - SELECT CLASS	\$4,194,556.34		\$4,194,556.34		
TOTAL ASSETS		\$4,194,806.52		\$4,194,806.52		



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**CITY OF RIALTO/LEWIS  
STATEMENT FOR PERIOD  
September 01, 2016 - September 30, 2016**

09/01/2016	INCOME DISTRIBUTION - AUGUST	1,528.030	1.00	1,528.03	1.00	1,528.03	0.00
09/13/2016	TRANSFER	-250.000	1.00	-250.00	1.00	-250.00	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	4,553,611.370	1.00	4,553,611.37		4,553,611.37	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,701.84			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO - SUB ACCOUNT A

200-000253-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	493,976.010	1.00	493,976.01	1.00	493,976.01	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	166.390	1.00	166.39	1.00	166.39	0.00
09/13/2016	TRANSFER	250.000	1.00	250.00	1.00	250.00	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	494,392.400	1.00	494,392.40		494,392.40	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			184.73			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

**For Inquiries About Your Account, Contact:**

Nottingham Investment Administration  
116 South Franklin Street  
Rocky Mount, NC 27804  
Attention: CalTRUST Shareholder Services  
Phone: 800.773.3863  
Fax: 252-972-1908  
Email: caltrustsupport@ncfunds.com

CITY OF RIALTO/LEWIS  
CITY OF RIALTO - SUB ACCOUNT A  
ATTN: EDWARD CARRILLO  
150 S PALM AVENUE  
RIALTO, CA 92376

## ACCOUNT STATEMENT

SEPTEMBER 1, 2016 TO SEPTEMBER 30, 2016

**CITY OF RIALTO CONTINGENT LIAB  
CITY SUB ACCOUNT**

**ACCOUNT NUMBER 1084651701**

## ACCOUNT SUMMARY

### Receipts

Cash Deposits	\$0.00
Asset Deposits	\$0.00
Gain Distributions	\$0.00
Miscellaneous Receipts	\$0.00
<b>Total Receipts</b>	<b>\$0.00</b>

### Distributions

Cash Distributions	\$0.00
Asset Distributions	\$0.00
Miscellaneous Asset Distribution	\$0.00
<b>Total Distributions</b>	<b>\$0.00</b>

### Investment Income

Dividend Income	\$0.00
Interest Income	\$0.10
Tax Free Income	\$0.00
Rent/Royalty Income	\$0.00
Other Miscellaneous Income	\$0.00
<b>Total Investment Income</b>	<b>\$0.10</b>

### Expenses

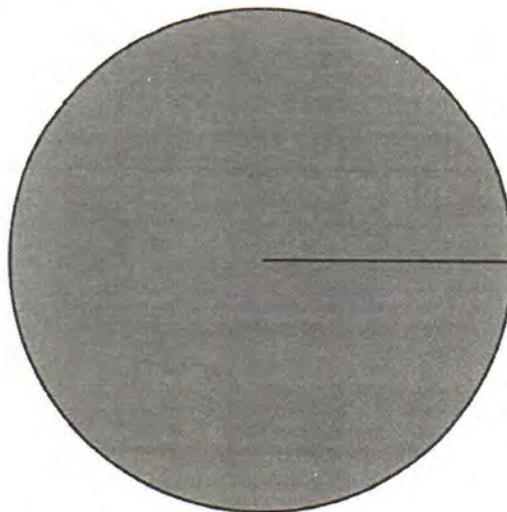
Payments To A Beneficiary	\$0.00
Payments For A Beneficiary	\$0.00
Administration Expenses	\$0.00
Real Estate Expenses	\$0.00
Transfers	\$0.00
Fees	\$0.00
Taxes	\$0.00
Other Miscellaneous Expenses	\$0.00
<b>Total Expenses</b>	<b>\$0.00</b>

### Net Account Value

Value as of August 31, 2016	\$497,838.85
Value as of September 30, 2016	\$494,011.01

## PORTFOLIO SUMMARY

Asset Allocation	Market Value	%
Cash And Equivalents	\$35.00	0%
Common Stock		
International Stock		
Non-Taxable Fixed Income		
Note Receivables		
Other / Alternatives		
Preferred Stock		
Real Estate		
Sundry Assets	\$493,976.01	100%
Taxable Fixed Income		
<b>Total Asset Value</b>	<b>\$494,011.01</b>	<b>100%</b>
<b>Liabilities</b>	<b>\$0.00</b>	
<b>Net Account Value</b>	<b>\$494,011.01</b>	



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## DETAIL ACTIVITY FOR THIS PERIOD

Date	Transaction Description	Income Cash	Principal Cash
09/01/16	BEGINNING BALANCES	\$34.90	\$0.00
09/01/16	INTEREST ON CREDIT FOR CASH BALANCES PAYABLE 09/01/16 EFFECTIVE 08/31/16	\$0.10	
09/06/16	RECEIVED 172.06 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS EFFECTIVE 08/01/16 INCOME DISTRIBUTION MONTH OF JULY		
09/06/16	DELIVERED 250 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/08/16 REDEMPTION		
09/06/16	DELIVERED 3,750 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/15/16 REDEMPTION		
09/30/16	ENDING BALANCES	\$35.00	\$0.00



## DETAIL ACCOUNT POSITIONS AS OF SEPTEMBER 30, 2016

Units	Asset Description	Cost Basis	Unit Price	Market Value	Estimated Annual Income	Yield at Market (%)
<b>CASH AND EQUIVALENTS</b>						
	PRINCIPAL CASH					
	INCOME CASH	\$35.00		\$35.00		
<hr/>						
	TOTAL CASH AND EQUIVALENTS	\$35.00		\$35.00		
<b>SUNDRY ASSETS</b>						
493,976.01	THE HERITAGE MONEY MARKET FUND - SELECT CLASS	\$493,976.01		\$493,976.01		
<hr/>						
	TOTAL ASSETS	\$494,011.01		\$494,011.01		



Legislation Details (With Text)

File #: 16-704      Version: 1      Name: E.4  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 10/10/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Receive and File the Statement of Income and Expenses related to the Miro Way, Alder Avenue, and Locust/Laurel/Walnut Escrow Accounts for September 2016.

Sponsors:

Indexes:

Code sections:

- Attachments: [Exhibit A Miro Way Escrow Statement of Income and Expense September 2016](#)  
[Exhibit B CalTrust and FSB Statements for Miro Way Escrow Septe](#)  
[Exhibit C Alder Avenue Escrow Statement of Income and Expense for September 2016](#)  
[Exhibit D CalTrust and FSB Statements for Alder Avenue Escrow S](#)  
[Exhibit E Locust.Laurel.Walnut Escrow Statement of Income and Expense for September 2016](#)  
[Exhibit F CalTrust and FSB Statements for Walnut Escrow Septemb](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Receive and File the Statement of Income and Expenses related to the Miro Way, Alder Avenue, and Locust/Laurel/Walnut Escrow Accounts for September 2016.

**BACKGROUND:**

On September 25, 2012, the City Council approved the Second Amended and Restated Contract of Sale for Areas B, C, and D (the "Airport Contract") with Lewis-Hillwood Rialto LLC (LHR). A key provision of the Airport Contract required the City to deposit \$30 million into escrow to fund pre-development obligations, including tenant relocation, demolition, remediation and infrastructure (the "Article VI Work" as defined in the Airport Contract). The City initially allocated approximately \$9 million of the \$30 million for public infrastructure related to the Project.

On March 24, 2015, the City adopted Resolution No. 6694 approving a Construction Reimbursement Agreement with Lewis-Hillwood Rialto Company, LLC for construction of the Miro Way Improvement Project (MWI Project). On September 8, 2015, the City Council adopted Resolution No. 6822 approving the Amended and Restated Construction Administration Agreement for Miro Way. The total budget for the amended construction Project is \$13,755,053 funded from various sources, including development impact fees and Airport Escrow Account funds. The City paid a portion of the costs outside of escrow (\$83,273) for right-of-way acquisition, with the balance of funding

(\$13,671,780) deposited into escrow.

On May 12, 2015, the City adopted Resolution No. 6732 approving a Construction Reimbursement Agreement with Lewis-Hillwood Rialto Company, LLC for construction of the Alder Avenue Improvement Project (AAI Project). The total budget for the Phase I Project was \$5,414,108. The City's contribution derives from various sources, including development impact fees and Airport Escrow Account funds.

On May 22, 2015, the City, LHR, and First Savings Bank (FSB) entered into separate Joint Escrow Instructions for the administration of funds related to the MWI Project and the AAI Project. FSB will hold the funding for both projects, subject to periodic releases by the City to pay for authorized project related expenses.

On October 13, 2015, the City Council approved a Construction Reimbursement Agreement for Laurel/Walnut/Locust Improvements by and between the City of Rialto and Lewis Hillwood Rialto LLC and reallocated funding within the Airport Escrow budget. On December 1, 2015, the City and LHR entered into Joint Escrow Instructions for the Laurel, Walnut, and Locust Improvements (the "PI Escrow Account").

Since a third party trustee disburses these funds, expenditures do not enter the City's normal financial reporting systems. Because of the substantial size of the expenditures, staff indicated that it would provide a monthly report to the City Council summarizing the income and expenditures related to the Airport Escrow Account.

#### ANALYSIS/DISCUSSION:

##### Expenditures from Miro Way Escrow Account (MWI Escrow Account)

On June 26, 2015, the City deposited the amount of \$8,120,000 in the MWI Escrow Account. The deposit represented contributions from the Drainage Development Impact Fee (\$5,724,000), Regional Traffic Development Impact Fee (\$524,000), and the Wastewater Collection Development Impact Fee (\$1,872,000). On October 28, 2015, the City deposited the balance of funding from the Airport Escrow Account (\$5,551,780). The total deposited funds equal \$13,671,780. Upon project completion, Panattoni will reimburse the Airport Escrow Account the sums of \$267,606 (for 210 Logistics Center) and \$538,174 (for I-210 Logistics Center II).

The City did not have any expenditures from this Account during September 2016.

A detailed income and expense report showing all activity through the month ending September 30, 2016, is included as Exhibit A. The table below summarizes the MWI Escrow Account activity from inception through September 30, 2016:

**Summary of Account Status (9/30/16)**  
**Miro Way Improvement Escrow Account**

Summary	Date	Fund	Budget	Actuals	Total Amounts
Total Required Expenditures					\$ 13,671,780.00
Total Deposits	9/30/2016				\$ 13,671,780.00
Total Expenditures to Date	9/30/2016				\$ (7,662,361.12)
Storm Drain		230	\$5,724,000	(\$4,694,357.17)	
Regional Traffic		250	\$524,000	(\$8,980.43)	
Wastewater Collection		660	\$1,872,000	(\$1,244,689.72)	
Miro Street Improvements		300	<u>\$5,551,780</u>	<u>(\$1,714,333.81)</u>	
			\$13,671,780	(\$7,662,361.12)	
Remaining Required Expenditures	9/30/2016				\$ 6,009,418.88
<b>Available Funds in Escrow Account (NAV)</b>					
Cash with First American Trust	9/30/2016			\$266.65	
Cal Trust Portfolio	9/30/2016			\$6,035,219.86	
					<u>\$6,035,486.51</u>
Cumulative Investment Income					\$ 28,093.97

Source: Reconciliation of September, 2016 Statements from FSB and CalTrust

Total authorized expenditures (as adjusted by the Amended and Restated Construction Reimbursement Agreement) are \$13,671,780. To date, the City has expended \$7,662,361.12 with remaining required expenditures of \$6,009,418.88.

The City invests all funds in the Heritage Money Market Fund (MMF) - Select Class at Cal Trust, which has immediate liquidity and minimal principal risk. The latest reported average annual total return for the MMF was approximately 0.36%. The latest monthly statements from Cal Trust and First Savings Bank are attached hereto as Exhibit B. Through September 30, 2016, the cumulative investment income is \$28,093.97.

Expenditures from the Alder Avenue Escrow Account (AAI Escrow Account)

On June 26, 2015, the City deposited the amount of \$3,544,180 in the AAI Escrow Account. The deposit represented contributions from the Drainage DIF (\$1,065,558) and Regional Traffic DIF (\$2,478,622). The balance of funding derives from the Airport Escrow Account (\$1,869,928), which transferred on June 12, 2015.

The City did not have any expenditures from this Account during September 2016.

A detailed income and expense report showing all activity through the month ending September 30, 2016, is included as Exhibit C. The table below summarizes the AAI Escrow Account activity from inception through September 30, 2016:

**Summary of Account Status (9/30/16)**  
**Alder Avenue Improvement Escrow Account**

Summary	Date	Fund	Budget	Actuals	Total Amounts
Total Required Expenditures					\$ 5,414,108.00
Total Deposits	9/30/2016				\$ 5,414,108.00
Total Expenditures to Date	9/30/2016				\$ (2,281,723.11)
Storm Drain		230	\$1,065,558.00	(\$1,152,159.84)	
Regional Traffic		250	\$2,478,622.00	(\$795,207.97)	
Other Improvements		300	<u>\$1,869,928.00</u>	<u>(\$334,355.30)</u>	
			\$5,414,108.00	(\$2,281,723.11)	
Remaining Required Expenditures	9/30/2016				\$ 3,132,384.89
<b>Available Funds in Escrow Account (NAV)</b>					
Cash with First American Trust	9/30/2016			\$177.14	
Cal Trust Portfolio	9/30/2016			\$3,150,094.76	
					<u>\$3,150,271.90</u>
Cumulative Investment Income					\$ 17,887.01

Source: Reconciliation of September, 2016 Statements from FSB and CalTrust

Total authorized expenditures are \$5,414,108. To date, the City has expended \$2,281,723.11 with remaining required expenditures of \$3,132,384.89.

The City invests all funds in the Heritage Money Market Fund (MMF) - Select Class at Cal Trust, which has immediate liquidity and minimal principal risk. The latest reported average annual total return for the MMF was approximately 0.36%. The latest monthly statements from Cal Trust and First Savings Bank are attached hereto as Exhibit D. Through September 30, 2016, the cumulative investment income is \$17,887.01.

**Expenditures from the Laurel/Walnut/Locust Escrow Account (PI Escrow Account)**

On January 19, 2016, the City deposited the amount of \$4,616,534 in the PI Escrow Account (Laurel/Walnut/Locust), transferring funds from the Airport Escrow Account.

The City expended \$250.00 for plancheck and permit fees from this Account during September 2016:

A detailed income and expense report showing all activity through the month ending September 30, 2016, is included as Exhibit E. The table below summarizes the PI Escrow Account activity from inception through September 30, 2016:

**Summary of Account Status (9/30/16)**  
**Locust/Laurel/Walnut Improvement Escrow Account**

Summary	Date	Fund	Total Amounts
Total Required Expenditures			\$ 4,616,534.00
Total Deposits	9/30/2016	300	\$ 4,616,534.00
Total Expenditures to Date	9/30/2016	300	\$ (74,658.87)
Remaining Required Expenditures	9/30/2016		\$ 4,541,875.13
<b>Available Funds in Escrow Account (NAV)</b>			
Cash with First American Trust	9/30/2016		\$209.47
Cal Trust Portfolio	9/30/2016		\$4,553,611.37
			<u>\$4,553,820.84</u>
Cumulative Investment Income			\$ 11,945.71

Source: Reconciliation of September, 2016 Statements from FSB and CalTrust

Total authorized expenditures are \$4,616,534. To date, the City has expended \$74,658.87 with remaining required expenditures of \$4,541,875.13.

The City invests all funds in the Heritage Money Market Fund (MMF) - Select Class at Cal Trust, which has immediate liquidity and minimal principal risk. The latest reported average annual total return for the MMF was approximately 0.36%. The latest monthly statements from Cal Trust and First Savings Bank are attached hereto as Exhibit F. Through September 30, 2016, the cumulative investment income is \$11,945.71.

**ENVIRONMENTAL IMPACT:**

Pursuant to Section 15378 of the California Environmental Quality Act, a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A Project does not include the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

**GENERAL PLAN CONSISTENCY:**

The proposed action is consistent with the following Guiding Principle of the General Plan:

"Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business."

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report.

**FINANCIAL IMPACT:**

The report summarizes various financial transactions of the Airport Escrow Account.

**RECOMMENDATION:**

Staff recommends that the City Council Receive and File the Statement of Income and Expenditures related to the Miro Way Improvement Escrow Account, the Alder Avenue Improvement Escrow Account, and the Laurel/Walnut/Locust Improvement Escrow Account for the month ending

September 30, 2016.

**Exhibit A**

**Miro Way Improvement Escrow Account**

**Statement of Income and Expense (Cash Basis)(Adjusted for Gains/(Losses) on Investment Value**

Submitted Date	Paid Date	Description/Vendor	Payee	Draw No.	City Fund #	Original Deposit	CalTrust Inv Income	FSB Inv Income	Realized (Gain)/Loss	Unrealized Gain/(Loss)	All Expenses	Account Balance
06/05/15	06/30/15	Original Deposit from Development Impact Fees	City of Rialto			\$ 8,120,000.00						\$ 8,120,000.00
07/01/15	07/01/15	Investment Income for June, 2015					\$ 126.48	\$ 249.01	\$ -	\$ -	\$ -	\$ 8,120,375.49
07/17/15	07/21/15	Traffic Control Plan for Miro Way/EOC	TJW Engineering	2015-001	300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,900.00)	\$ 8,118,475.49
07/17/15	07/21/15	Plancheck Fee/Streets	City of Rialto	2015-001	300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,250.00)	\$ 8,111,225.49
07/17/15	07/21/15	Plancheck Fee/Storm Drain	City of Rialto	2015-001	230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,500.00)	\$ 8,109,725.49
07/17/15	07/21/15	Plancheck Fee/Sewer	City of Rialto	2015-001	660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,858.80)	\$ 8,104,866.69
07/17/15	07/21/15	Permit Fee/Storm Drain	City of Rialto	2015-001	230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (76,758.00)	\$ 8,028,108.69
07/17/15	07/21/15	Permit Fee/Sewer	City of Rialto	2015-001	660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (35,108.99)	\$ 7,992,999.70
08/03/15	08/03/15	Investment Income for July, 2015	City of Rialto			\$ 802.27	\$ 0.02	\$ -	\$ -	\$ -	\$ -	\$ 7,993,801.99
09/01/15	09/01/15	Investment Income for Aug, 2015	City of Rialto			\$ 891.42	\$ 0.02	\$ -	\$ -	\$ -	\$ -	\$ 7,994,693.43
09/24/15	09/25/15	Escrow Fees	FSB	2015-002	split	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,500.00)	\$ 7,987,193.43
09/24/15	09/25/15	Permit/Plancheck Fees	City of Rialto	2015-003	split	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (80,528.90)	\$ 7,906,664.53
10/01/15	10/01/15	Investment Income for Sept, 2015	City of Rialto			\$ 935.05	\$ 0.05	\$ -	\$ -	\$ -	\$ -	\$ 7,907,599.63
10/28/15	10/28/15	Supplemental Deposit from Airport Escrow	City of Rialto			\$ 5,551,780.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,459,379.63
11/10/2015	11/12/2015	Progress Payment #1	Lewis Hillwood Rialto LLC	2015-004	230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,698,804.94)	\$ 8,760,574.69
11/30/15	11/30/15	Investment Income for Oct, 2015	City of Rialto			\$ 1,079.79	\$ 0.03	\$ -	\$ -	\$ -	\$ -	\$ 8,761,654.51
12/31/15	12/31/15	Investment Income for Nov, 2015	City of Rialto			\$ 1,256.42	\$ 16.76	\$ -	\$ -	\$ -	\$ -	\$ 8,762,927.69
01/28/16	01/28/16	Permit/Plancheck Fees for Storm Drain	City of Rialto	2016-001	230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (950.00)	\$ 8,761,977.69
01/28/16	01/28/16	Miro Way Easement Plancheck Fees	City of Rialto	2016-001	300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,230.10)	\$ 8,759,747.59
01/28/16	01/28/16	Stockpile Plans	City of Rialto	2016-001	300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,634.30)	\$ 8,756,113.29
01/28/16	01/28/16	Alder and Miro Traffic Signal Plancheck Fees	City of Rialto	2016-001	250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,684.30)	\$ 8,753,428.99
01/31/16	01/31/16	Investment Income for Dec, 2015	City of Rialto			\$ 1,820.22	\$ 0.03	\$ -	\$ -	\$ -	\$ -	\$ 8,755,249.24
02/25/16	02/26/16	Miro Way Plancheck/Permit Fees	City of Rialto	2016-002	300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (750.00)	\$ 8,754,499.24
02/29/16	02/29/16	Investment Income for Jan, 2016	City of Rialto			\$ 2,765.96	\$ 0.06	\$ -	\$ -	\$ -	\$ -	\$ 8,757,265.26
03/31/16	03/31/16	Investment Income for Feb, 2016	City of Rialto			\$ 2,887.13	\$ 0.10	\$ -	\$ -	\$ -	\$ -	\$ 8,760,152.49
04/30/16	04/30/16	Investment Income for Mar, 2016	City of Rialto			\$ 3,194.99	\$ 0.09	\$ -	\$ -	\$ -	\$ -	\$ 8,763,347.57
05/02/16	5/3/2016	Permit and Plancheck Fees	City of Rialto	2016-003		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (3,000.00)	\$ 8,760,347.57
05/18/16	5/19/2016	Payment Request #2	Lewis Hillwood Rialto LLC	2016-004		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,727,402.79)	\$ 6,032,944.78
05/31/16	05/31/16	Investment Income for April, 2016	City of Rialto			\$ 3,102.93	\$ 0.09	\$ -	\$ -	\$ -	\$ -	\$ 6,036,047.80
06/30/16	06/30/16	Investment Income for May, 2016	City of Rialto			\$ 2,753.88	\$ 0.10	\$ -	\$ -	\$ -	\$ -	\$ 6,038,801.78
07/31/16	07/31/16	Investment Income for June, 2016	City of Rialto			\$ 2,096.51	\$ 0.09	\$ -	\$ -	\$ -	\$ -	\$ 6,040,898.38
08/08/16	08/09/16	Escrow Fees	FSB	2016-005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,500.00)	\$ 6,033,398.38
08/31/16	08/31/16	Investment Income for July, 2016	City of Rialto			\$ 2,087.93	\$ 0.10	\$ -	\$ -	\$ -	\$ -	\$ 6,035,486.41
09/30/16	09/30/16	Investment Income for Aug, 2016	City of Rialto			\$ 2,026.34	\$ 0.10	\$ -	\$ -	\$ -	\$ -	\$ 6,037,512.85
<b>Totals</b>						<b>\$ 13,671,780.00</b>	<b>\$ 27,827.32</b>	<b>\$ 266.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (7,662,361.12)</b>	<b>\$ 6,037,512.85</b>

**Summary of Income/Expense**

	Date	Amounts	Portfolio Returns	
Total Required Expenditures		\$ 13,671,780.00		\$ -
Total Expenditures to Date	9/30/2016	\$ (7,662,361.12)	Inv Income	\$ 28,093.97
Remaining Required Expenditures	9/30/2016	\$ 6,009,418.88	Unrealized Gains/Losses	\$ -
Available Funds in Escrow Account (NAV)	9/30/2016	\$ 6,037,512.85	Total Gains/Losses	\$ -
Shortage of Funds due to Potential Investment Losses	9/30/2016	\$ -		
			<b>Net Portfolio Returns</b>	<b>\$ 28,093.97</b>

**Summary of Investment Portfolio**

Cash with FSB	9/30/2016	266.65	\$	1.00	\$ 266.65
CalTrust Money Market Portfolio	9/30/2016	6,037,246.20	\$	1.00	\$ 6,037,246.20
Total All Invested Funds					\$ 6,037,512.85



**CITY OF RIALTO/LEWIS  
STATEMENT FOR PERIOD  
September 01, 2016 - September 30, 2016**

200-000165-10

**The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS**

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,194,556.340	1.00	4,194,556.34	1.00	4,194,556.34	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,483.380	1.00	1,483.38	1.00	1,483.38	0.00
09/13/2016	REDEMPTION	-44,478.590	1.00	-44,478.59	1.00	-44,478.59	0.00
09/28/2016	REDEMPTION	-39,083.650	1.00	-39,083.65	1.00	-39,083.65	0.00
09/28/2016	REDEMPTION	-3,250.240	1.00	-3,250.24	1.00	-3,250.24	0.00
09/28/2016	REDEMPTION	-26,805.000	1.00	-26,805.00	1.00	-26,805.00	0.00
09/28/2016	REDEMPTION	-2,921.250	1.00	-2,921.25	1.00	-2,921.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)			0.00		0.00	0.00
09/30/2016	ENDING BALANCE	4,079,500.990	1.00	4,079,500.99		4,079,500.99	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,554.22			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

**The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - MIRO WAY**

200-000207-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	6,035,219.860	1.00	6,035,219.86	1.00	6,035,219.86	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	2,026.340	1.00	2,026.34	1.00	2,026.34	0.00
09/30/2016	UNREALIZED GAIN (LOSS)			0.00		0.00	0.00
09/30/2016	ENDING BALANCE	6,037,246.200	1.00	6,037,246.20		6,037,246.20	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			2,256.28			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

**The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - ALDER**

200-000208-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	3,149,036.510	1.00	3,149,036.51	1.00	3,149,036.51	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,058.250	1.00	1,058.25	1.00	1,058.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)			0.00		0.00	0.00
09/30/2016	ENDING BALANCE	3,150,094.760	1.00	3,150,094.76		3,150,094.76	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,177.27			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

**The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - LAREL, WALNU**

200-000220-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,552,333.340	1.00	4,552,333.34	1.00	4,552,333.34	0.00

**For Inquiries About Your Account, Contact:**

Nottingham Investment Administration  
116 South Franklin Street  
Rocky Mount, NC 27804  
Attention: CalTRUST Shareholder Services  
Phone: 800.773.3863  
Fax: 252-972-1908  
Email: caltrustsupport@ncfunds.com

CITY OF RIALTO/LEWIS  
CITY OF RIALTO/LEWIS - LAREL, WALNU  
LAUREL, WALNUT, LOCUST  
ATTN: EDWARD CARRILLO  
150 S PALM AVE  
RIALTO, CA 92376

## ACCOUNT STATEMENT

SEPTEMBER 1, 2016 TO SEPTEMBER 30, 2016

**CITY OF RIALTO/LEWIS-HILLWOOD  
ESCROW - MIRO WAY**

**ACCOUNT NUMBER 1084651400**

## ACCOUNT SUMMARY

### Receipts

Cash Deposits	\$0.00
Asset Deposits	\$0.00
Gain Distributions	\$0.00
Miscellaneous Receipts	\$0.00
<b>Total Receipts</b>	<b>\$0.00</b>

### Investment Income

Dividend Income	\$0.00
Interest Income	\$0.10
Tax Free Income	\$0.00
Rent/Royalty Income	\$0.00
Other Miscellaneous Income	\$0.00
<b>Total Investment Income</b>	<b>\$0.10</b>

### Distributions

Cash Distributions	\$0.00
Asset Distributions	\$0.00
Miscellaneous Asset Distribution	\$0.00
<b>Total Distributions</b>	<b>\$0.00</b>

### Expenses

Payments To A Beneficiary	\$0.00
Payments For A Beneficiary	\$0.00
Administration Expenses	\$0.00
Real Estate Expenses	\$0.00
Transfers	\$0.00
Fees	\$0.00
Taxes	\$0.00
Other Miscellaneous Expenses	\$0.00
<b>Total Expenses</b>	<b>\$0.00</b>

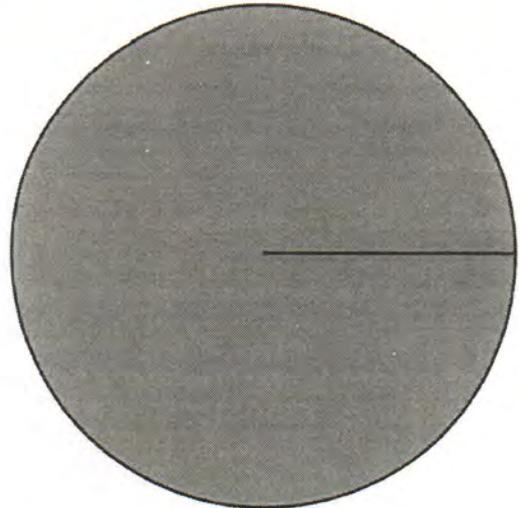
### Net Account Value

Value as of August 31, 2016	\$6,040,898.48
Value as of September 30, 2016	\$6,035,486.51



## PORTFOLIO SUMMARY

Asset Allocation	Market Value	%
Cash And Equivalents	\$266.65	0%
<b>Common Stock</b>		
<b>International Stock</b>		
<b>Non-Taxable Fixed Income</b>		
<b>Note Receivables</b>		
<b>Other / Alternatives</b>		
<b>Preferred Stock</b>		
<b>Real Estate</b>		
Sundry Assets	\$6,035,219.86	100%
<b>Taxable Fixed Income</b>		
<b>Total Asset Value</b>	\$6,035,486.51	100%
<b>Liabilities</b>	\$0.00	
<b>Net Account Value</b>	\$6,035,486.51	



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## DETAIL ACTIVITY FOR THIS PERIOD

Date	Transaction Description	Income Cash	Principal Cash
09/01/16	BEGINNING BALANCES	\$3,266.55	(\$3,000.00)
09/01/16	INTEREST ON CREDIT FOR CASH BALANCES PAYABLE 09/01/16 EFFECTIVE 08/31/16	\$0.10	
09/06/16	RECEIVED 2.087.93 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS EFFECTIVE 08/01/16 INCOME DISTRIBUTION MONTH OF JULY		
09/06/16	DELIVERED 7,500 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/08/16 REDEMPTION		
09/30/16	ENDING BALANCES	\$3,266.65	(\$3,000.00)



**DETAIL ACCOUNT POSITIONS AS OF SEPTEMBER 30, 2016**

Units	Asset Description	Cost Basis	Unit Price	Market Value	Estimated Annual Income	Yield at Market (%)
<b>CASH AND EQUIVALENTS</b>						
	PRINCIPAL CASH	(\$3,000.00)		(\$3,000.00)		
	INCOME CASH	\$3,266.65		\$3,266.65		
	TOTAL CASH AND EQUIVALENTS	\$266.65		\$266.65		
<b>SUNDRY ASSETS</b>						
6,035,219.86	THE HERITAGE MONEY MARKET FUND - SELECT CLASS	\$6,035,219.86		\$6,035,219.86		
	TOTAL ASSETS	\$6,035,486.51		\$6,035,486.51		

**Exhibit A**

**Alder Avenue Improvement Escrow Account**

**Statement of Income and Expense (Cash Basis)(Adjusted for Gains/(Losses) on Investment Value**

Submitted Date	Paid Date	Description/Vendor	Payee	Draw No.	City Fund #	Deposits	CalTrust Inv Income	FSB Inv Income	Realized (Gain)/Loss	Unrealized Gain/(Loss)	All Expenses	Account Balance
06/11/15	06/12/15	Original Deposit from Airport Escrow Account	City of Rialto			\$ 1,869,928.00						\$ 1,869,928.00
06/11/15	06/12/15	Original Deposit from Storm Drain Fees				\$ 1,065,558.00						\$ 2,935,486.00
06/11/15	06/12/15	Original Deposit from Regional Traffic Fees				\$ 2,478,622.00						\$ 5,414,108.00
07/01/15	07/01/15	Investment Income for June, 2015					\$ 84.33	\$ -	\$ -	\$ -		\$ 5,414,192.33
07/01/15	07/01/15	Interest Income for June, 2015					\$ -	\$ 175.59	\$ -	\$ -		\$ 5,414,367.92
08/01/15	08/01/15	Investment Income for July, 2015					\$ 538.33	\$ 0.01	\$ -	\$ -		\$ 5,414,906.26
09/01/15	09/01/15	Investment Income for Aug, 2015					\$ 603.84	\$ 0.02	\$ -	\$ -		\$ 5,415,510.12
9/24/2015	9/28/2015	Account Fees	First American Trust	AA 2015-001	300		\$ -	\$ -	\$ -	\$ -	\$ (7,500.00)	\$ 5,408,010.12
9/24/2015	9/25/2015	Plancheck/Permit Fees	City of Rialto	AA 2015-002	split		\$ -	\$ -	\$ -	\$ -	\$ (12,351.30)	\$ 5,395,658.82
10/01/15	10/01/15	Investment Income for Sep, 2015					\$ 634.34	\$ 0.02	\$ -	\$ -		\$ 5,396,293.18
11/02/15	11/02/15	Investment Income for Oct, 2015					\$ 680.13	\$ 0.02	\$ -	\$ -		\$ 5,396,973.33
12/01/15	12/01/15	Investment Income for Nov, 2015					\$ 669.69	\$ 0.02	\$ -	\$ -		\$ 5,397,643.04
01/31/16	01/31/16	Alder Avenue Storm Drain Permit Fees	City of Rialto	AA 2016-001	230		\$ -	\$ -	\$ -	\$ -	\$ (27,302.10)	\$ 5,370,340.94
01/31/16	01/31/16	Alder and Walnut TS Plancheck Fees	City of Rialto	AA 2016-001	250		\$ -	\$ -	\$ -	\$ -	\$ (2,684.30)	\$ 5,367,656.64
01/31/16	01/31/16	Credit for Double Payment to Lockwood	City of Rialto	AA 2016-001	300		\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 5,379,656.64
01/31/16	01/31/16	Investment Income for Dec, 2015					\$ 1,121.19	\$ 0.04	\$ -	\$ -		\$ 5,380,777.87
2/24/2016	2/25/2016	Plancheck/Permit Fees	City of Rialto	AA 2016-002	250		\$ -	\$ -	\$ -	\$ -	\$ (30,182.74)	\$ 5,350,595.13
02/29/16	02/29/16	Investment Income for Jan, 2016					\$ 1,703.21	\$ 0.04	\$ -	\$ -		\$ 5,352,298.38
03/31/16	03/31/16	Investment Income for Feb, 2016					\$ 1,772.67	\$ 0.94	\$ -	\$ -		\$ 5,354,071.99
04/30/16	04/30/16	Investment Income for Mar, 2016					\$ 1,952.73	\$ 0.06	\$ -	\$ -		\$ 5,356,024.78
05/31/16	05/31/16	Investment Income for Apr, 2016					\$ 1,896.46	\$ 0.06	\$ -	\$ -		\$ 5,357,921.30
06/30/16	06/30/16	Investment Income for May, 2016					\$ 1,935.85	\$ 0.06	\$ -	\$ -		\$ 5,359,857.21
07/01/16	07/05/16	AI Funding Request #1	Lewis Hillwood Rialto LLC	AA 2016-003	split		\$ -	\$ -	\$ -	\$ -	\$ (2,197,197.52)	\$ 3,162,659.69
07/31/16	07/31/16	Investment Income for June, 2016					\$ 1,860.82	\$ 0.06	\$ -	\$ -		\$ 3,164,520.57
08/05/16	08/09/16	Account Fees	First American Trust	AA 2016-004			\$ -	\$ -	\$ -	\$ -	\$ (7,500.00)	\$ 3,157,020.57
08/05/16	08/09/16	Plancheck/Permit Fees	City of Rialto	AA 2016-005	300		\$ -	\$ -	\$ -	\$ -	\$ (9,005.15)	\$ 3,148,015.42
08/31/16	08/31/16	Investment Income for July, 2016					\$ 1,198.03	\$ 0.07	\$ -	\$ -		\$ 3,149,213.52
09/30/16	09/30/16	Investment Income for Aug, 2016					\$ 1,058.25	\$ 0.13	\$ -	\$ -		\$ 3,150,271.90
<b>Totals</b>						<b>\$ 5,414,108.00</b>	<b>\$ 17,709.87</b>	<b>\$ 177.14</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,281,723.11)</b>	<b>\$ 3,150,271.90</b>

**Summary of Income/Expense**

	Date	Amounts	Portfolio Returns	
Total Required Expenditures		\$ 5,414,108.00		\$ -
Total Expenditures to Date	9/30/2016	\$ (2,281,723.11)	Inv Income	\$ 17,887.01
Remaining Required Expenditures	9/30/2016	\$ 3,132,384.89	Unrealized Gains/Losses	\$ -
Available Funds in Escrow Account (NAV)	9/30/2016	\$ 3,150,271.90	Total Gains/Losses	\$ -
Shortage of Funds due to Potential Investment Losses	9/30/2016	\$ -	<b>Net Portfolio Returns</b>	<b>\$ 17,887.01</b>

**Summary of Investment Portfolio**

Cash with FSB	9/30/2016	177.14	\$	1.00	\$ 177.14
CalTrust Money Market Portfolio	9/30/2016	3,150,094.76	\$	1.00	\$ 3,150,094.76
Total All Invested Funds			\$		\$ 3,150,271.90



**CITY OF RIALTO/LEWIS  
STATEMENT FOR PERIOD  
September 01, 2016 - September 30, 2016**

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS

200-000165-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,194,556.340	1.00	4,194,556.34	1.00	4,194,556.34	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,483.380	1.00	1,483.38	1.00	1,483.38	0.00
09/13/2016	REDEMPTION	-44,478.590	1.00	-44,478.59	1.00	-44,478.59	0.00
09/28/2016	REDEMPTION	-39,083.650	1.00	-39,083.65	1.00	-39,083.65	0.00
09/28/2016	REDEMPTION	-3,250.240	1.00	-3,250.24	1.00	-3,250.24	0.00
09/28/2016	REDEMPTION	-26,805.000	1.00	-26,805.00	1.00	-26,805.00	0.00
09/28/2016	REDEMPTION	-2,921.250	1.00	-2,921.25	1.00	-2,921.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	4,079,500.990	1.00	4,079,500.99		4,079,500.99	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,554.22			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - MIRO WAY

200-000207-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	6,035,219.860	1.00	6,035,219.86	1.00	6,035,219.86	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	2,026.340	1.00	2,026.34	1.00	2,026.34	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	6,037,246.200	1.00	6,037,246.20		6,037,246.20	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			2,256.28			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - ALDER

200-000208-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	3,149,036.510	1.00	3,149,036.51	1.00	3,149,036.51	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,058.250	1.00	1,058.25	1.00	1,058.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	3,150,094.760	1.00	3,150,094.76		3,150,094.76	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,177.27			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - LAREL, WALNU

200-000220-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,552,333.340	1.00	4,552,333.34	1.00	4,552,333.34	0.00

**For Inquiries About Your Account, Contact:**

Nottingham Investment Administration  
116 South Franklin Street  
Rocky Mount, NC 27804  
Attention: CalTRUST Shareholder Services  
Phone: 800.773.3863  
Fax: 252-872-1908  
Email: caltrustsupport@ncfunds.com

CITY OF RIALTO/LEWIS  
CITY OF RIALTO/LEWIS - LAREL, WALNU  
LAUREL, WALNUT, LOCUST  
ATTN: EDWARD CARRILLO  
150 S PALM AVE  
RIALTO, CA 92376

## ACCOUNT STATEMENT

AUGUST 1, 2016 TO SEPTEMBER 30, 2016

**CITY OF RIALTO/LEWIS-HILLWOOD  
ESCROW - ALDER**

**ACCOUNT NUMBER 1084651500**

## ACCOUNT SUMMARY

### Receipts

Cash Deposits	\$16,505.15
Asset Deposits	\$0.00
Gain Distributions	\$0.00
Miscellaneous Receipts	\$0.00
<b>Total Receipts</b>	<b>\$16,505.15</b>

### Distributions

Cash Distributions	\$0.00
Asset Distributions	\$0.00
Miscellaneous Asset Distribution	\$0.00
<b>Total Distributions</b>	<b>\$0.00</b>

### Investment Income

Dividend Income	\$0.00
Interest Income	\$0.13
Tax Free Income	\$0.00
Rent/Royalty Income	\$0.00
Other Miscellaneous Income	\$0.00
<b>Total Investment Income</b>	<b>\$0.13</b>

### Expenses

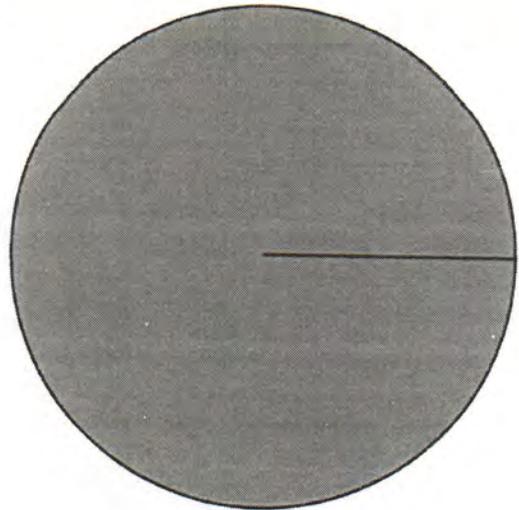
Payments To A Beneficiary	(\$9,005.15)
Payments For A Beneficiary	\$0.00
Administration Expenses	\$0.00
Real Estate Expenses	\$0.00
Transfers	\$0.00
Fees	(\$7,500.00)
Taxes	\$0.00
Other Miscellaneous Expenses	\$0.00
<b>Total Expenses</b>	<b>(\$16,505.15)</b>

### Net Account Value

Value as of July 31, 2016	\$5,359,857.27
Value as of September 30, 2016	\$3,149,213.58

## PORTFOLIO SUMMARY

Asset Allocation	Market Value	%
Cash And Equivalents	\$177.07	0%
<b>Common Stock</b>		
<b>International Stock</b>		
<b>Non-Taxable Fixed Income</b>		
<b>Note Receivables</b>		
<b>Other / Alternatives</b>		
<b>Preferred Stock</b>		
<b>Real Estate</b>		
Sundry Assets	\$3,149,036.51	100%
<b>Taxable Fixed Income</b>		
<b>Total Asset Value</b>	\$3,149,213.58	100%
<b>Liabilities</b>	\$0.00	
<b>Net Account Value</b>	\$3,149,213.58	



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### DETAIL ACTIVITY FOR THIS PERIOD

Date	Transaction Description	Income Cash	Principal Cash
08/01/16	BEGINNING BALANCES	\$176.94	\$0.00
08/01/16	INTEREST ON CREDIT FOR CASH BALANCES PAYABLE 08/01/16 EFFECTIVE 07/31/16	\$0.07	
08/05/16	RECEIVED 1,860.82 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS EFFECTIVE 07/01/16 INCOME DISTRIBUTION MONTH OF JUNE		
08/05/16	DELIVERED 2,197,197.52 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 07/05/16 REDEMPTION		
08/08/16	RECEIVED FROM CAL TRUST CAL TRUST DEPOSIT DRAW #2016-004		\$7,500.00
08/08/16	RECEIVED FROM CAL TRUST CAL TRUST DEPOSIT DRAW #2016-005		\$9,005.15
08/08/16	DISTRIBUTION TO CITY OF RIALTO ATTN: CITY ADMINISTRATOR DRAW # 2016-005 PERMIT FEE REIMBURSEMENTS		(\$9,005.15)
08/08/16	FEES PAID FIRST AMERICAN TRUST FOR THE PERIOD BEGINNING 06/30/16		(\$7,500.00)
09/01/16	INTEREST ON CREDIT FOR CASH BALANCES PAYABLE 09/01/16 EFFECTIVE 08/31/16	\$0.06	
09/06/16	RECEIVED 1,198.03 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS EFFECTIVE 08/01/16 INCOME DISTRIBUTION MONTH OF JULY		
09/06/16	DELIVERED 9,005.15 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/08/16 REDEMPTION		
09/06/16	DELIVERED 7,500 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS TRADE DATE 08/08/16 REDEMPTION		
09/30/16	ENDING BALANCES	\$177.07	\$0.00



## DETAIL ACCOUNT POSITIONS AS OF SEPTEMBER 30, 2016

Units	Asset Description	Cost Basis	Unit Price	Market Value	Estimated Annual Income	Yield at Market (%)
<b>CASH AND EQUIVALENTS</b>						
	PRINCIPAL CASH					
	INCOME CASH	\$177.07		\$177.07		
	TOTAL CASH AND EQUIVALENTS	\$177.07		\$177.07		
<b>SUNDRY ASSETS</b>						
3,149,036.51	THE HERITAGE MONEY MARKET FUND - SELECT CLASS	\$3,149,036.51		\$3,149,036.51		
	TOTAL ASSETS	\$3,149,213.58		\$3,149,213.58		

Exhibit A

Laurel, Locust and Walnut Public Improvements

Statement of Income and Expense (Cash Basis)(Adjusted for Gains/(Losses) on Investment Value

Submitted Date	Paid Date	Description/Vendor	Payee	Draw No.	City Fund #	Original Deposit	CalTrust Inv Income	FSB Inv Income	Realized (Gain)/Loss	Unrealized Gain/(Loss)	All Expenses	Account Balance
01/12/16	01/13/16	<b>Original Deposit from Airport Escrow</b>	<b>City of Rialto</b>			<b>\$ 4,616,534.00</b>						<b>\$ 4,616,534.00</b>
01/12/16	01/21/16	Walnut & Laurel Storm Drain Plancheck	City of Rialto	2015-001		\$ -	\$ -	\$ -	\$ -	\$ -	(1,250.00)	\$ 4,615,284.00
01/12/16	01/21/16	Locust Avenue Street Plancheck	City of Rialto	2015-001		\$ -	\$ -	\$ -	\$ -	\$ -	(1,500.00)	\$ 4,613,784.00
01/12/16	01/21/16	Locust Avenue Street Construction Permit	City of Rialto	2015-001		\$ -	\$ -	\$ -	\$ -	\$ -	(47,849.97)	\$ 4,565,934.03
01/12/16	01/21/16	Renaissance Parkway & Lidnen Avenue Signage PC	City of Rialto	2015-001		\$ -	\$ -	\$ -	\$ -	\$ -	(7,034.30)	\$ 4,558,899.73
01/12/16	01/21/16	Renaissance Parkway & Lidnen Avenue Water PC	City of Rialto	2015-001		\$ -	\$ -	\$ -	\$ -	\$ -	(8,108.00)	\$ 4,550,791.73
01/12/16	01/21/16	Encroachment Permit #501	City of Rialto	2015-001		\$ -	\$ -	\$ -	\$ -	\$ -	(666.60)	\$ 4,550,125.13
02/29/16	02/29/16	Income Distribution for Jan 2016	City of Rialto			\$ 639.94	\$ -	208.99	\$ -	\$ -	-	\$ 4,550,974.06
03/31/16	03/31/16	Income Distribution for Feb 2016	City of Rialto			\$ 1,500.26	\$ -	0.06	\$ -	\$ -	-	\$ 4,552,474.38
04/25/16	04/27/16	Escrow Fees	FSB	2015-002		\$ -	\$ -	\$ -	\$ -	\$ -	(7,500.00)	\$ 4,544,974.38
04/30/16	04/30/16	Income Distribution for Mar 2016	City of Rialto			\$ 1,660.35	\$ -	0.07	\$ -	\$ -	-	\$ 4,546,634.80
5/2/2016	5/4/2016	Plancheck/Permit Fees	City of Rialto	2016-001		\$ -	\$ -	\$ -	\$ -	\$ -	(500.00)	\$ 4,546,134.80
05/31/16	05/31/16	Income Distribution for Apr 2016	City of Rialto			\$ 1,612.16	\$ -	0.07	\$ -	\$ -	-	\$ 4,547,747.03
06/30/16	06/30/16	Income Distribution for May 2016	City of Rialto			\$ 1,643.12	\$ -	0.07	\$ -	\$ -	-	\$ 4,549,390.22
07/31/16	07/31/16	Income Distribution for June 2016	City of Rialto			\$ 1,579.42	\$ -	0.07	\$ -	\$ -	-	\$ 4,550,969.71
08/31/16	08/31/16	Income Distribution for July 2016	City of Rialto			\$ 1,572.96	\$ -	0.07	\$ -	\$ -	-	\$ 4,552,542.74
8/5/2016	9/13/2016	Plancheck and Permit Fees	City of Rialto	2016-001		\$ -	\$ -	\$ -	\$ -	\$ -	(250.00)	\$ 4,552,292.74
09/30/16	09/30/16	Income Distribution for Aug 2016	City of Rialto			\$ 1,528.03	\$ -	\$ -	\$ -	\$ -	-	\$ 4,553,820.77

<b>Totals</b>						<b>\$ 4,616,534.00</b>	<b>\$ 11,736.24</b>	<b>\$ 209.40</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(74,658.87)</b>	<b>\$ 4,553,820.77</b>
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Summary of Income/Expense

	Date	Amounts	Portfolio Returns	
Total Required Expenditures		\$ 4,616,534.00		\$ 1,278.03
Total Expenditures to Date	9/30/2016	\$ (74,658.87)	Inv Income	\$ 11,945.64
Remaining Required Expenditures	9/30/2016	\$ 4,541,875.13	Unrealized Gains/Losses	\$ -
Available Funds in Escrow Account (NAV)	9/30/2016	\$ 4,553,820.77	Total Gains/Losses	\$ -
Shortage of Funds due to Potential Investment Losses	9/30/2016	\$ -	<b>Net Portfolio Returns</b>	<b>\$ 11,945.64</b>

Summary of Investment Portfolio

Cash with FSB	9/30/2016	209.40	\$	1.00	\$ 209.40
CalTrust Money Market Portfolio	9/30/2016	4,552,333.34	\$	1.00	\$ 4,552,333.34
Total All Invested Funds					\$ 4,552,542.74



**CITY OF RIALTO/LEWIS  
STATEMENT FOR PERIOD  
September 01, 2016 - September 30, 2016**

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS 200-000165-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,194,556.340	1.00	4,194,556.34	1.00	4,194,556.34	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,483.380	1.00	1,483.38	1.00	1,483.38	0.00
09/13/2016	REDEMPTION	-44,478.590	1.00	-44,478.59	1.00	-44,478.59	0.00
09/28/2016	REDEMPTION	-39,083.650	1.00	-39,083.65	1.00	-39,083.65	0.00
09/28/2016	REDEMPTION	-3,250.240	1.00	-3,250.24	1.00	-3,250.24	0.00
09/28/2016	REDEMPTION	-26,805.000	1.00	-26,805.00	1.00	-26,805.00	0.00
09/28/2016	REDEMPTION	-2,921.250	1.00	-2,921.25	1.00	-2,921.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)			0.00		0.00	0.00
09/30/2016	ENDING BALANCE	4,079,500.990	1.00	4,079,500.99		4,079,500.99	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,554.22			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - MIRO WAY 200-000207-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	6,035,219.860	1.00	6,035,219.86	1.00	6,035,219.86	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	2,026.340	1.00	2,026.34	1.00	2,026.34	0.00
09/30/2016	UNREALIZED GAIN (LOSS)			0.00		0.00	0.00
09/30/2016	ENDING BALANCE	6,037,246.200	1.00	6,037,246.20		6,037,246.20	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			2,256.28			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - ALDER 200-000208-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	3,149,036.510	1.00	3,149,036.51	1.00	3,149,036.51	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	1,058.250	1.00	1,058.25	1.00	1,058.25	0.00
09/30/2016	UNREALIZED GAIN (LOSS)			0.00		0.00	0.00
09/30/2016	ENDING BALANCE	3,150,094.760	1.00	3,150,094.76		3,150,094.76	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,177.27			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO/LEWIS - LAREL, WALNU 200-000220-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	4,552,333.340	1.00	4,552,333.34	1.00	4,552,333.34	0.00

**For Inquiries About Your Account, Contact:**

Nottingham Investment Administration  
116 South Franklin Street  
Rocky Mount, NC 27804  
Attention: CalTRUST Shareholder Services  
Phone: 800.773.3863  
Fax: 252-972-1908  
Email: caltrustsupport@ncfunds.com

CITY OF RIALTO/LEWIS  
CITY OF RIALTO/LEWIS - LAREL, WALNU  
LAUREL, WALNUT, LOCUST  
ATTN: EDWARD CARRILLO  
150 S PALM AVE  
RIALTO, CA 92376



**CITY OF RIALTO/LEWIS  
STATEMENT FOR PERIOD  
September 01, 2016 - September 30, 2016**

09/01/2016	INCOME DISTRIBUTION - AUGUST	1,528.030	1.00	1,528.03	1.00	1,528.03	0.00
09/13/2016	TRANSFER	-250.000	1.00	-250.00	1.00	-250.00	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	4,553,611.370	1.00	4,553,611.37		4,553,611.37	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			1,701.84			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

The Heritage Money Market Fund - Select Class - CITY OF RIALTO - SUB ACCOUNT A 200-000253-10

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
08/31/2016	BALANCE FORWARD	493,976.010	1.00	493,976.01	1.00	493,976.01	0.00
09/01/2016	INCOME DISTRIBUTION - AUGUST	166.390	1.00	166.39	1.00	166.39	0.00
09/13/2016	TRANSFER	250.000	1.00	250.00	1.00	250.00	0.00
09/30/2016	UNREALIZED GAIN (LOSS)	0.000		0.00		0.00	
09/30/2016	ENDING BALANCE	494,392.400	1.00	494,392.40		494,392.40	
	INCOME DISTRIBUTION PAID - AUGUST			0.00			
	INCOME ACCRUAL - SEPTEMBER			184.73			
	CUMULATIVE UNREALIZED GAIN (LOSS)			0.00			

\* Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

**For Inquiries About Your Account, Contact:**

Nottingham Investment Administration  
116 South Franklin Street  
Rocky Mount, NC 27804  
Attention: CalTRUST Shareholder Services  
Phone: 800.773.3863  
Fax: 252-972-1908  
Email: caltrustsupport@ncfunds.com

CITY OF RIALTO/LEWIS  
CITY OF RIALTO - SUB ACCOUNT A  
ATTN: EDWARD CARRILLO  
150 S PALM AVENUE  
RIALTO, CA 92376

## ACCOUNT STATEMENT

SEPTEMBER 1, 2016 TO SEPTEMBER 30, 2016

**CITY OF RIALTO  
LAUREL WALNUT LOCUST**

**ACCOUNT NUMBER 1084652600**

## ACCOUNT SUMMARY

### Receipts

Cash Deposits	\$0.00
Asset Deposits	\$0.00
Gain Distributions	\$0.00
Miscellaneous Receipts	\$0.00
<b>Total Receipts</b>	<b>\$0.00</b>

### Investment Income

Dividend Income	\$0.00
Interest Income	\$0.07
Tax Free Income	\$0.00
Rent/Royalty Income	\$0.00
Other Miscellaneous Income	\$0.00
<b>Total Investment Income</b>	<b>\$0.07</b>

### Distributions

Cash Distributions	\$0.00
Asset Distributions	\$0.00
Miscellaneous Asset Distribution	\$0.00
<b>Total Distributions</b>	<b>\$0.00</b>

### Expenses

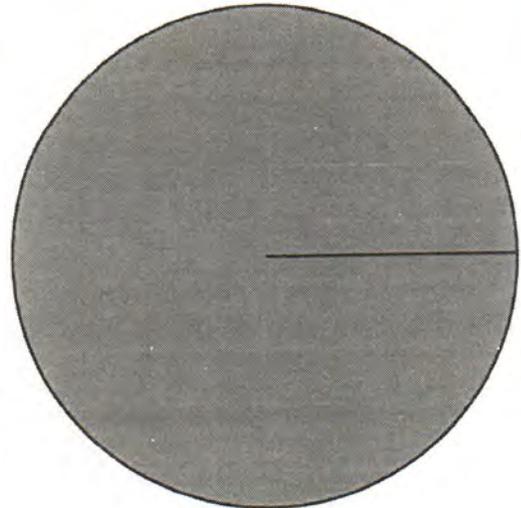
Payments To A Beneficiary	\$0.00
Payments For A Beneficiary	\$0.00
Administration Expenses	\$0.00
Real Estate Expenses	\$0.00
Transfers	\$0.00
Fees	\$0.00
Taxes	\$0.00
Other Miscellaneous Expenses	\$0.00
<b>Total Expenses</b>	<b>\$0.00</b>

### Net Account Value

Value as of August 31, 2016	\$4,550,969.78
Value as of September 30, 2016	\$4,552,542.81

## PORTFOLIO SUMMARY

Asset Allocation	Market Value	%
Cash And Equivalents	\$209.47	0%
Common Stock		
International Stock		
Non-Taxable Fixed Income		
Note Receivables		
Other / Alternatives		
Preferred Stock		
Real Estate		
Sundry Assets	\$4,552,333.34	100%
Taxable Fixed Income		
<b>Total Asset Value</b>	<b>\$4,552,542.81</b>	<b>100%</b>
Liabilities	\$0.00	
<b>Net Account Value</b>	<b>\$4,552,542.81</b>	



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## DETAIL ACTIVITY FOR THIS PERIOD

Date	Transaction Description	Income Cash	Principal Cash
09/01/16	BEGINNING BALANCES	\$209.40	(\$209.40)
09/01/16	INTEREST ON BLACKROCK LIQ FD TEMPFUND-I PAYABLE 09/01/16 EFFECTIVE 08/31/16	\$0.07	
09/01/16	DEPOSIT BLACKROCK LIQ FD TEMPFUND-I		(\$0.07)
09/06/16	RECEIVED 1,572.96 UNITS THE HERITAGE MONEY MARKET FUND - SELECT CLASS EFFECTIVE 08/01/16 INCOME DISTRIBUTION MONTH OF JULY		
09/30/16	ENDING BALANCES	\$209.47	(\$209.47)



**DETAIL ACCOUNT POSITIONS AS OF SEPTEMBER 30, 2016**

Units	Asset Description	Cost Basis	Unit Price	Market Value	Estimated Annual Income	Yield at Market (%)
<b>CASH AND EQUIVALENTS</b>						
209.47	BLACKROCK LIQ FD TEMPFUND-I	\$209.47	\$1.00	\$209.47	\$0.73	0.348
	PRINCIPAL CASH	(\$209.47)		(\$209.47)		
	INCOME CASH	\$209.47		\$209.47		
	TOTAL CASH AND EQUIVALENTS	\$209.47		\$209.47	\$0.73	0.348
<b>SUNDRY ASSETS</b>						
4,552,333.34	THE HERITAGE MONEY MARKET FUND - SELECT CLASS	\$4,552,333.34		\$4,552,333.34		
	TOTAL ASSETS	\$4,552,542.81		\$4,552,542.81	\$0.73	



Legislation Details (With Text)

File #: 16-706      Version: 1      Name: E.5  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 10/12/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Increase the current Purchase Order of \$15,000 to Stericycle Environmental Solutions dba Double Barrel Environmental Services LLC for FY2016-17 to \$48,500 for Hazardous Materials Clean-Up and Hazardous Waste Disposal.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Mat Fratus, Fire Chief

Request City Council to Increase the current Purchase Order of \$15,000 to Stericycle Environmental Solutions dba Double Barrel Environmental Services LLC for FY2016-17 to \$48,500 for Hazardous Materials Clean-Up and Hazardous Waste Disposal.

**BACKGROUND:**

The Rialto Fire Department facilitates clean-up and remediation for all incidents that involve the release of hazardous materials on or impacting City property or right-of-way. The Fire Department also facilitates the disposal of hazardous waste generated by other City departments in the course of their work.

The City of Rialto has seen an increase in the number of incidents with release of hazardous materials during the first part of the fiscal year requiring extensive clean-up and disposal. As a result, the Purchase Order issued for Double Barrel Environmental Services LLC for FY2016-17 will not be sufficient to address all City hazardous material remediation needs.

**ANALYSIS/DISCUSSION:**

The Rialto Fire Department Hazardous Materials Team provides routine and emergency hazardous materials response. The Hazardous Materials Team is staffed using on-duty Fire Department personnel realizing a significant savings over using outside agency or contract responders. The Hazardous Materials Team can pick up small quantities of hazardous materials and store them, but cannot legally dispose of hazardous waste. The Hazardous Materials Team facilitates the disposal of

hazardous waste, either from storage or directly from an incident, through a licensed hazardous waste contractor.

Double Barrel Environmental Services LLC is the hazardous waste contractor currently used by the Fire Department. Double Barrel Environmental Services LLC was the low bidder in a request for proposal (RFP) for hazardous waste remediation and disposal and is providing services under the fourth extension of a one (1) year contract with four (4) optional one year extensions based on satisfactory performance with the City. Double Barrel Environmental Services LLC provides timely response and operates from a Riverside facility just south of the City of Rialto. The Fire Department has a good working relationship and has been very pleased with the services from Double Barrel Environmental Services LLC.

Fire Department calls for service that include hazardous waste clean-up and disposal fluctuate and remain unpredictable. The Fire Department has seen an increase in the volume of hazardous waste requiring disposal. The Fire Department responded to a structure fire in September of 2016, which involved oil being discharged from the building on to City streets. This incident required extensive clean-up and disposal of hazardous waste. The Fire Department works with the Police Department and Rialto Code Compliance as well as various local and state regulatory agencies to recover costs for hazardous waste disposal. When costs are recovered for provided hazardous waste disposal, the resulting funds are returned to the City's General Fund.

In 2010 the Fire Department assumed responsibility for the coordination of disposal of hazardous waste generated by other City Departments. This allows for a reduction in expenses in hazardous waste disposal citywide. City Public Works generates hazardous waste through its service to the City. Public Works is at its capacity to store the hazardous waste generated. The Fire Department will need to facilitate the disposal of this hazardous waste.

In order to continue to coordinate hazardous materials response in the City and hazardous waste disposal for other City Departments the existing Purchase Order with Double Barrel Environmental Services LLC must be increased. The amount of the increase represents an offset of known hazardous waste disposal needs with anticipated cost to provide services for the remainder of FY2016-17.

#### ENVIRONMENTAL IMPACT:

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. By definition, a Project does not include: The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment according to Section 15378 (b)(4) of the CEQA Guidelines.

#### GENERAL PLAN CONSISTENCY:

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business. This action is also consistent with the following policy:

5-3:1 Provide for fire personnel, equipment, and fire stations to have adequate and appropriate resources to meet the needs and serve all areas of rialto.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

Funds to increase the FY2016/2017 purchase order by \$33,500 are currently available in the General Fund, Fire Department Account No. 010-500-5174-2011.

LICENSING

A Business license application and payment of a Business License tax at the Professional Service rate in the amount of \$104 will be paid by the vendor prior to execution of the Professional Service Agreement/Purchase Order/ Construction Contract.

RECOMMENDATION:

Staff recommends that City Council Increase the Purchase Order to Stericycle Environmental Solutions dba Double Barrel Environmental Services LLC for hazardous materials clean-up and environmental remediation services for FY2016-17 to \$48,500.



Legislation Details (With Text)

**File #:** 16-707      **Version:** 2      **Name:** E.6  
**Type:** Resolution      **Status:** Agenda Ready  
**File created:** 10/17/2016      **In control:** City Council  
**On agenda:** 11/8/2016      **Final action:**  
**Title:** Request City Council to Adopt Resolution No. 7018 Approving the Measure I 2010-2040 Maintenance of Effort Base Year Level.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Resolution](#)  
[Exhibit A Rialto MOE](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Adopt **Resolution No. 7018** Approving the Measure I 2010-2040 Maintenance of Effort Base Year Level.

BACKGROUND:

The San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority (Authority) to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino. The revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority.

The Local Streets Program is a Measure I program that provides pass-through funding directly to local jurisdictions for expenditures on street and road construction, repair, maintenance and other eligible local transportation improvements. In accordance with Ordinance No. 04-01 of the San Bernardino County Transportation Authority and Authority Measure I 2010-2040 Strategic Plan (Strategic Plan) Policy VLS-22, Local Street Program funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes.

The Strategic Plan requires that each local jurisdiction adopt a Maintenance of Effort base year level that is equivalent to the discretionary General Fund expenditures for transportation-related construction and maintenance activities in Fiscal Year 2008/2009, with some allowances for exceptions, approved by the Authority.

The Authority monitors through the annual audit process, the local jurisdiction annual use of discretionary General Fund amounts for transportation-related construction and maintenance activities relative to the Maintenance of Effort base year level through 2040. Failure to meet the Maintenance of Effort base year level requirements can result in temporary or permanent withholding of Measure I Local Street Program funds. The City of Rialto received approximately \$1.8 Million in Fiscal Year 2015-16 through this Measure I program.

#### ANALYSIS/DISCUSSION:

The Authority's Independent Taxpayer Oversight Committee (ITOC) noted in year 2014 that the Authority lacked a formal process to monitor "Maintenance of Effort" (MOE) on the part of local agencies as required by the Measure I Ordinance and Section 190300 of the California Public Utilities Code.

On May 6, 2015, the Authority's Board of Directors approved the amended policies to add sections related to MOE as follows:

- Determination of MOE Base Year Level - Fiscal Year 2008/2009 is the base year as this is the year before the start of the current Measure I Ordinance. The MOE base year level is equivalent to the Fiscal Year 2008/2009 General Fund expenditures for street and highway purposes. Because the purpose of setting a base year level is to quantify a jurisdiction's typical commitment of General Fund to street and highway purposes, allowances are made for unusual circumstances that increased the General Fund expenditures in that particular fiscal year, such as special projects, emergency repairs, or loans to other transportation-related funds.
- Annually, Rialto will provide a statement in its City Council resolution adopting the Measure I Local Street Program Five-Year CIP that acknowledges the City will meet the required MOE base year level of funding in that fiscal year. Additionally, the MOE requirement will be tracked as part of the annual Measure I Local Street Program audit, beginning with the audit for fiscal year 2015/2016 and covering fiscal years 2009/2010 - 2014/2015.

#### ENVIRONMENTAL IMPACT:

The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

#### GENERAL PLAN CONSISTENCY:

Approval of this action complies with the City of Rialto General Plan Goals:

**Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.**

**Goal 4-2: Protect residential neighborhoods from through traffic impacts.**

**Goal 4-3: Protect residences, sensitive land uses, and pedestrians from activities along rail corridors.**

- Goal 4-4: Protect school children and others from traffic hazards around schools.**
- Goal 4-5: Ensure the provision of adequate, convenient, and safe parking for all land uses.**
- Goal 4-6: Provide for all residents and businesses to have equal access to reliable and convenient public transit services.**
- Goal 4-7: Achieve optimum use of regional rail transit.**
- Goal 4-8: Establish and maintain a comprehensive system of pedestrian trails and bicycle routes that provide viable connections throughout the City.**
- Goal 4-9: Promote walking.**
- Goal 4-10: Provide a circulation system that supports Rialto's position as a logistics hub.**

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and resolution.

FINANCIAL IMPACT:

On June 1, 2016, SANBAG Board of Directors approved Rialto's MOE base year calculation as shown in Exhibit 1 of the Resolution. The MOE for Rialto is \$0, which will remain in effect until expiration of Measure I 2010-2040.

RECOMMENDATION:

Staff recommends that the City Council adopt a **Resolution** Adopting the Measure I 2010-2040 Maintenance of Effort Base Year Level.



1 the Maintenance of Effort base year level through 2040 through the annual audit process;  
2 and

3 **WHEREAS**, failure to meet the Maintenance of Effort base year level requirements  
4 can result in temporary to permanent withholding of Measure I Local Street Program funds.

5 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES**  
6 **HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

7 **Section 1:** Adopts the Measure I 2010-2040 Maintenance of Effort Base Year Level  
8 of \$0 included as Exhibit "A" to this Resolution.

9 **WHEREFORE**, this Resolution is passed, approved and adopted this 8th day of  
10 November 2016.

11  
12 

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DEBORAH ROBERTSON, Mayor

13  
14 **ATTEST:**

15  
16  
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BARBARA McGEE, City Clerk

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20 **APPROVED AS TO FORM:**

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FRED GALANTE, Esq., City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the  
5 foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the  
6 City Council of the City of Rialto held on the 8th day of November 2016.

7 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the  
14 City of Rialto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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17 \_\_\_\_\_  
18 BARBARA A. MCGEE, CITY CLERK  
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**City of Rialto**  
**Measure I 2010-2040 Maintenance of Effort Base Year Calculation**  
Based on Fiscal Year 2008/2009 Construction and Maintenance Expenditures  
*(Rounded to nearest dollar)*

EXHIBIT 1 to Resolution

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds- DIF	Other Grant
<b>Construction Projects:</b>							
1 070208 PW DEBRIS CONTAINMENT IMPROVEMENT	\$ 26,513	\$ 26,513					
<b>Maintenance Projects:</b>							
1 090802 Trapp Elem Crossing	\$ 14,900	\$ 14,900					
2 010-7305 Street Maintenance - Gas Tax Program	\$ 1,270,847	\$ 1,270,847					
3 010-7308 Traffic Safety- Gas Tax Program	\$ 630,546	\$ 630,546					
4 010-4308 Traffic Safety Improvement - Gas Tax	\$ 239,084	\$ 239,084					
5 010-7313 Street Sweeping - Gas Tax	\$ 553,695	\$ 553,695					
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects: 010-7150 Admin</b>	\$ 564,062	\$ 564,062					
<b>Expenditure Totals</b>	\$ 3,299,647	\$ 3,299,647	\$ -	\$ -	\$ -	\$ -	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
<b>Construction Projects:</b>			
1 070208 PW DEBRIS CONTAINMENT IMPROVEMENT	\$ 26,513	\$ 26,513	One time project to provide containment facilities at the PW yard
<b>Maintenance Projects:</b>			
1 090802 Trapp Elem Crossing	\$ 14,900	\$ 14,900	One time crossing striping within the Trapp
Gas Tax Transfer	\$ 2,101,123	\$ 2,101,123	Street Maintenance paid for by Gas Tax Transfer
Local Drainage Transfer	\$ 18,970	\$ 18,970	Local Drainage Fee Transfer to General Fund
Traffic Development Fund Transfer	\$ 27,490	\$ 27,490	Traffic Development Fund Transfer to General Fund
5 010-7313 Street Sweeping - Gas Tax	\$ 546,589	\$ 546,589	Street Sweeping now funded by Waste and Environmental Fund (except fleet maintenance)
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>	\$ 564,062	\$ 564,062	
<b>Deduction Totals</b>	\$ 3,299,647	\$ 3,299,647	

<b>Total GF Expenditures</b>	\$ 3,299,647
<b>Minus Deductions</b>	\$ 3,299,647
<b>MOE Base Year</b>	\$ 0



Legislation Details (With Text)

File #: 16-710 Version: 1 Name: E.7  
 Type: Resolution Status: Agenda Ready  
 File created: 10/17/2016 In control: City Council  
 On agenda: 11/8/2016 Final action:  
 Title: Request City Council to Approve Amendment #1 to the Purchase and Sale Agreement between the City of Rialto and Arrow United Investment LLC related to the purchase and concurrent conveyance of County property (portions of APN 1119-241-01 and 02).

Sponsors:

Indexes:

Code sections:

- Attachments: [Exhibit A - Map](#)  
[Exhibit B - Staff Report](#)  
[Exhibit C - PSA Agreement](#)  
[Exhibit D - Victoria RV and Boat Storage](#)  
[Exhibit E - First Amendment to PSA \(Arrow United\) 11-2-16](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council/Governing Board

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Approve Amendment #1 to the Purchase and Sale Agreement between the City of Rialto and Arrow United Investment LLC related to the purchase and concurrent conveyance of County property (portions of APN 1119-241-01 and 02).

**BACKGROUND:**

On September 13, 2016, the City Council approved 1) a Purchase and Sale Agreement by and between the County of San Bernardino and the City of Rialto, and 2) a Purchase and Sale Agreement by and between the City of Rialto and Arrow United Investment LLC (“Buyer”) in the amount of \$4,646,000 related to purchase and concurrent conveyance of County property (portions of APN 1119-241-01 and 02) consisting of approximately 13.22 acres situated south of Casmalia Avenue and west of Alder Avenue (“Property”). Attached is the site map (Exhibit A), the City Council staff report (Exhibit B ) and the executed Purchase and Sale Agreement (Exhibit C ).

The County will convey the Property to the City, which will then convey the Property to the Buyer. The Buyer provides the funding for all purchase price, title, escrow, and transaction costs. The City does not intend to accept any financial risk in the proposed transaction.

ANALYSIS/DISCUSSION:

The Buyer originally requested that the City purchase the entire Property from the County and convey the easterly 6.00 acres directly to the Buyer for heavy metal recycling facility. A second buyer ("Buyer 2") proposes to purchase the remaining 7.22 acres to develop a recreational vehicle outdoor storage facility.

Buyer 2 is Bruno Mancielli, an individual investor. Buyer 2 intends to create a legal entity to purchase the parcel. He currently operates Victoria RV and Boat Storage in Rancho Cucamonga situated at the southwest corner of 210 Freeway and 15 Freeway (Exhibit D). Buyer 2 seeks to purchase the 7.22 acres to expand the business for rental storage for only recreational vehicles and boats.

The Buyer requests that the City amend the purchase and sale agreement to include Buyer 2 as the purchaser for the 7.22-acre portion of the Property. The Buyer also requested that the amendment allow the Buyer to assign the purchase of a portion or the entire Property to Buyer 2. This would occur if for some reason the Buyer could not close, but Buyer 2 could close and avoid forfeiture of the good faith deposits. Buyer 2's development plans would conform to the development standards for the Property.

ENVIRONMENTAL IMPACT:

The action to approve the Purchase and Sale Agreement Amendment is an administrative activity of the City Council and the California Environmental Quality Act (CEQA) does not define it as a Project. Pursuant to Section 15378 of CEQA, a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A Project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, such as: (1) Government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, or (2) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

The development of each site requires various land use entitlements, which includes CEQA compliance. Neither Buyer has submitted any entitlement applications for the Site.

GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City's adopted General Plan through which the City looks to improve the community.

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

Goal 3-3: Attract, expand, and retain commercial and industrial businesses to reduce blighted conditions and encourage job growth.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and Amendment #1 to the Purchase and Sale Agreement.

FINANCIAL IMPACT:

The proposed actions should not have any financial impact upon the City other than staff time. The

Buyer will reimburse the City for all costs to acquire the Property up to a maximum of \$4,600,000 and transaction costs estimated at \$46,000 (1% of purchase amount) - total of \$4,646,000. The City will deposit funds related to the acquisition of the Property in Account No. 010-400-4255-7598 and invoices will be paid from Account No. 010-500-4255-3001.

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Approve Amendment #1 to the Purchase and Sale Agreement (Exhibit E) by and between the City of Rialto and Arrow United Investment, LLC related to conveyance of County Property (portions of APN 1119-241-01 and 02).
2. Authorize the City Administrator and the City Attorney to make any non-substantive changes to the Amendment #1 prior to execution to facilitate the sale of the Property.



County Landfill

Sierra Lakes Pkwy

Casmalia Ave.

Foothill Fwy

210

Highland Ave

Coronado Av

Palmetto Ave

W Renaissance Pkwy

N Alder Ave

© 2016 Google

Google earth

EXHIBIT A



Legislation Details (With Text)

File #: 16-607      Version: 1      Name: TAB 7  
 Type: Resolution      Status: Agenda Ready  
 File created: 8/23/2016      In control: City Council  
 On agenda: 9/13/2016      Final action:  
 Title: Request City Council to Approve: 1) a Purchase and Sale Agreement between the County of San Bernardino and the City of Rialto, 2) a Purchase and Sale Agreement by and between the City of Rialto and Arrow United Investment LLC, and 3) Adopt Budget Resolution No. 7002 appropriating funds in the amount of \$4,646,000 related to purchase and conveyance of County property (portions of APN 1119-241-01 and 02).  
 (ACTION)

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Map](#)  
[Exhibit B - County-City PSA Agreement v2](#)  
[Exhibit C - City-Arrow United PSA V2](#)  
[Exhibit D - Budget Resolution](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [September 13, 2016]

TO: Honorable Mayor and City Council/Governing Board

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Approve: 1) a Purchase and Sale Agreement between the County of San Bernardino and the City of Rialto, 2) a Purchase and Sale Agreement by and between the City of Rialto and Arrow United Investment LLC, and 3) Adopt Budget Resolution No. 7002 appropriating funds in the amount of \$4,646,000 related to purchase and conveyance of County property (portions of APN 1119-241-01 and 02).

(ACTION)

**BACKGROUND:**

The County of San Bernardino (“County”) owns certain real property adjacent to the Mid-Valley Landfill. The property consists of approximately 13.22 acres (portions of APN 1119-241-01 and 02) situated south of Casmalia Avenue and west of Alder Avenue illustrated in Exhibit A (“Property”). The Property is improved with a groundwater treatment system that is monitored by the County under the oversight of the Santa Ana Region Regional Water Quality Control Board, but is otherwise vacant and suitable for development. SCE recently submitted an offer to purchase an easement for a portion of the Casmalia frontage, and the Buyer will consider the implications during the due diligence period.

The County declared the Property surplus and offered it for sale at fair market value. Arrow United Investment (“Buyer”) offered to purchase the Property from the County to develop a heavy metal recycling facility. However, the County indicated that its disposition procedures require a competitive solicitation, unless purchased by a governmental agency. The Buyer requested that the City consider acquiring the Property and reselling it in a concurrent transaction, similar to what the City did in 2012 for Panattoni Development related to County parcels.

Buyer requests that the City purchase the entire Property from the County and convey the easterly 6.00 acres directly to the Buyer. A second buyer (“Buyer 2”) proposes to purchase the remaining 7.22 acres to develop a recreational vehicle outdoor storage facility.

ANALYSIS/DISCUSSION:  
Purchase and Sale Agreements

The City proposes to enter into two separate Purchase and Sale Agreements: (1) under the first PSA (Exhibit B), the City acquires the 13.22-acre Property from the County for \$4,600,000 and (2) under the second PSA (Exhibit C), the City conveys the 13.22 acres to two purchasers, Arrow United and Bruno Mancinelli (or his assignee) by a metes and bounds conveyance (in the absence of a parcel map).

The proposed terms of the overall transaction are:

- The City purchases the Property from the County for \$4,600,000, and the Buyer concurrently purchases the Property from the City for \$4,600,000.
- The Buyer must deposit 5% of the purchase price or \$230,000 with Escrow.
- The Buyer funds the purchase price and closing costs without the City contributing any funds.
- Concurrent with the close of escrow, the City will subdivide the Property and create two parcels: 1) an approximately 6.0-acre parcel for the Buyer; and, 2) an approximately 7.22-acre parcel for Buyer 2 (Bruno Mancinelli).
- The Buyer and Buyer 2 shall enter into a separate purchase and sale agreement for Buyer 2 to purchase the 7.22-Acre Parcel from Buyer, also in a concurrent closing.
- During the contingency period, the Buyer and Buyer 2 shall submit entitlement applications to the City for their respective developments.
- The Buyer will have 90 days to perform customary due diligence investigations, including title, environmental, and soils. At the end of the 90 day due diligence period, the Buyer must release 50% of the good faith deposit (\$115,000) to the County.

- The County PSA provides a 12-month entitlement period from the Opening of Escrow (encompassing the 90 day due diligence period). At the end of the Entitlement period, the entire deposit shall be released and non-refundable (but applicable to the purchase price). The Buyer may extend the closing by an additional 90 days at no cost but only in the event that the land use entitlements have been approved, but the statute of limitations for any challenge has not yet expired.
- The Buyer (City) may extend the Entitlement period for an additional 6 months, but must deposit and immediately release an additional \$230,000 to the County (non-refundable but applicable to the purchase price).

The City does not intend to accept any financial risk in the proposed transaction. All costs of acquisition shall be borne by the Buyer.

### Land Use Considerations

The Property is located within the Freeway Incubator land use designation of the Renaissance Rialto Specific Plan. As long as Arrow United Investment conducts all activities within a modern industrial building, its hazardous material recycling operation is a conditionally permitted use subject to approval by the Planning Commission. The goal is to create a facility that looks like a modern research and development campus.

However, the Freeway Incubator land use designation does not permit outdoor recreational vehicle storage uses. The proposed 7.22-acre parcel is oddly configured with a narrow depth that constrains traditional development and may warrant consideration of alternative uses. On August 17, 2016, the Economic Development Committee directed staff to develop options for permitting the storage uses on the westerly portions of the property due to its irregular shape and consequential development limitations.

### ENVIRONMENTAL IMPACT:

The action to approve the Purchase and Sale Agreements is an administrative activity of the City Council and the California Environmental Quality Act (CEQA) does not define it as a Project. Pursuant to Section 15378 of CEQA, a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A Project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, such as: (1) Government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, or (2) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

The development of each site requires various land use entitlements, which includes CEQA compliance. Neither Buyer has submitted any entitlement applications for the Site.

### GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City's adopted General Plan through which the City looks to improve the community.

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and

maintain a positive business climate.

Goal 3-3: Attract, expand, and retain commercial and industrial businesses to reduce blighted conditions and encourage job growth.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report, Purchase and Sale Agreements, and Resolution.

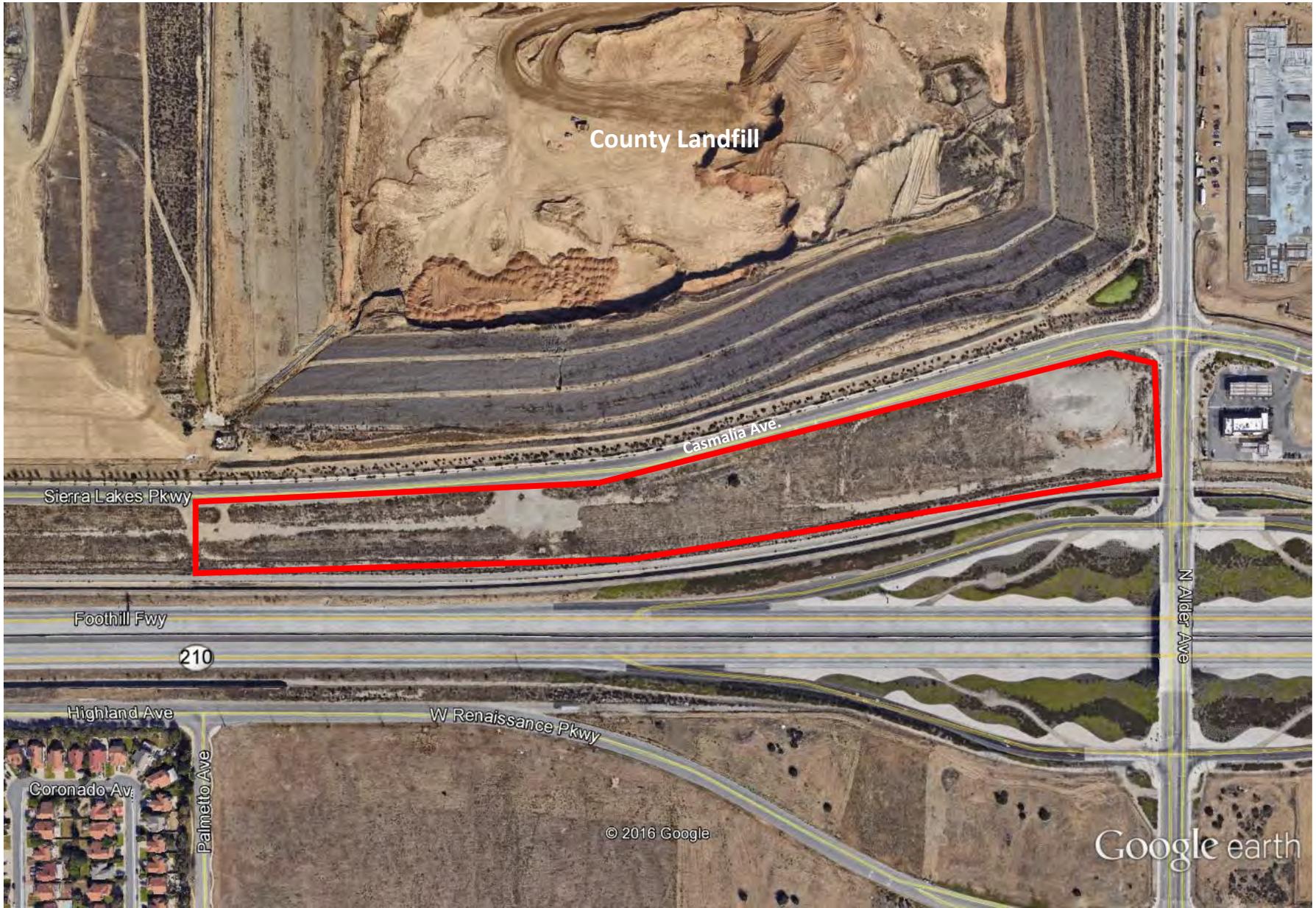
FINANCIAL IMPACT:

The proposed actions should not have any financial impact upon the City other than staff time. The Buyer will reimburse the City for all costs to acquire the Property up to a maximum of \$4,600,000 and transaction costs estimated at \$46,000 (1% of purchase amount) - total of \$4,646,000. The City will deposit funds related to the acquisition of the Property in Account No. 010-400-4255-7598 and invoices will be paid from Account No. 010-500-4255-3001.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Purchase and Sale Agreement by and between the City of Rialto and the County of San Bernardino related to purchase of County Property (portions of APN 1119-241-01 and 02) in substantially the form attached hereto, authorizing the City Administrator and the City Attorney to make any technical non-substantive changes.
2. Approve the Purchase and Sale Agreement by and between the City of Rialto and Arrow United Investment, LLC related to conveyance of County Property (portions of APN 1119-241-01 and 02), authorizing the City Administrator and the City Attorney to make any technical non-substantive changes.
3. Approve Budget Resolution (Exhibit D ).



## **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of \_\_\_\_\_ (“**Effective Date**”), by and between the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California (“**Seller**”), and the CITY OF RIALTO, a California municipal corporation (“**Buyer**”).

### **RECITALS**

A. Seller owns that certain real property improved with the Mid-Valley Landfill located at 2390 Alder Avenue in the City of Rialto, County of San Bernardino, State of California.

B. Buyer desires to acquire a portion of this property consisting of approximately 13.22 acres (portion of APN 1119-241-01, and 02) from the Seller for economic development purposes as more particularly described in the legal description attached hereto as Exhibit “A” (collectively, the “**Property**”).

C. Seller has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the Property to Buyer for fair market value in accordance with California Government Code Section 25365.

D. The Property is located adjacent and south of the Mid-Valley Landfill and is improved with a groundwater treatment system that is monitored by the Seller under the oversight of the Santa Ana Region Regional Water Quality Control Board (RWQCB), Cleanup and Abatement Order No. 98-96 (CAO 98-96).

E. Seller and Buyer desire to enter into this Agreement to provide for Seller to sell the Property to Buyer and Buyer to purchase the Property from Seller, on the terms and conditions set forth herein.

### **AGREEMENT**

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

#### **1. PURCHASE AND SALE OF THE PROPERTY.**

Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

#### **2. PURCHASE PRICE.**

**2.1 Amount of Purchase Price.** The purchase price payable by Buyer to Seller for the Property is the total sum of Four Million Six Hundred Thousand Dollars (\$4,600,000) (“**Purchase Price**”).

2.2 **Payment of Purchase Price.** The Purchase Price for the Property shall be paid as follows:

(a) ***Deposit.*** Within five (5) business days following the Effective Date of this Agreement, Buyer shall deliver to Golden State Escrow, at its office located at 1421-1 East Cooley Drive, Colton, CA 92324, Attn: Kellie Linderman (“**Escrow Holder**”) an executed copy of this Agreement and in Good Funds (as defined below), the sum of Two Hundred Thirty Thousand Dollars (\$230,000.00) (“**Deposit**”). If requested by Buyer, the Deposit shall be held by Escrow Holder in an interest bearing account, in which case all interest earned on the Deposit shall become a part of the Deposit, and Buyer shall be responsible for payment of all costs and fees imposed on the Deposit account. The Deposit and any interest accruing thereon shall be credited to the Purchase Price upon the Close of Escrow. If this Agreement has not terminated pursuant to Section 3.4 on or before the expiration of the Due Diligence Period (as that term is defined in Section 3.4), one-half (1/2) of the Deposit (being One Hundred Fifteen Thousand Dollars (\$115,000)) (“**Due Diligence Deposit**”), shall become nonrefundable on the day following the expiration of the Due Diligence Period, subject only to Seller’s performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions. If this Agreement has not terminated pursuant to the Section 6 on or before the expiration of the Entitlement Period (as that term is defined in Section 6), the remaining one-half (1/2) of the Deposit in the amount of One Hundred Fifteen Thousand Dollars (\$115,0000) (“**Entitlement Period Deposit**”) shall become nonrefundable on the day following the expiration of the Entitlement Period, subject only to Seller’s performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions.

All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

(b) ***Balance of Purchase Price.*** On the date that is one (1) day prior to the scheduled Closing Date, or such other time as is reasonably required by Escrow Holder in order to close the Escrow on the scheduled Closing Date, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in the Good Funds.

(c) ***Independent Consideration.*** Within ten (10) days of the full execution of this Agreement, Buyer shall deliver to Seller the sum of One Hundred Dollars (\$100) (“**Independent Consideration**”), as consideration for Buyer’s right to purchase the Property and to terminate this Agreement prior to the expiration of the Due Diligence Period and for Seller’s execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not applicable to the Purchase Price, is non-refundable and shall be retained by Seller notwithstanding any other provision of this Agreement.

### 3. **DUE DILIGENCE REVIEW.**

3.1 **Inspections.** Buyer and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, “**Buyer’s Agents**”) shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting

tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations shall be subject to Seller's prior written consent. The "**Due Diligence Period**" shall mean the ninety (90) days following the Effective Date. Within five (5) business days after the Effective Date, Seller shall provide to Buyer, copies of any studies, surveys, plans, reports, environmental reports, test results, approvals and other entitlements relating to the Property actually in Seller's possession, if any.

Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to deliver to Buyer any documents, reports, presentations or similar items prepared for internal use by Seller or that are protected by the attorney-client privilege or that are otherwise subject to a confidentiality agreement. All inspections shall be performed by Buyer at Buyer's sole cost and expense. As a condition to any such entry, inspection or testing, Buyer shall comply, and cause Buyer's Agents to comply, with the following: (a) coordinate its entries with Seller so as not to disturb the operation of any business on the Property, including notification to Seller of the proposed date and purpose of the intended entry and submittal to Seller of the names and/or affiliations of the persons that will be entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Buyer and Buyer's Agents; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of California, which shall include a waiver by the insurer of any right to subrogation against Seller and its members, officers, employees and volunteers; (f) promptly repair any and all damage to the Property caused by Buyer or Buyer's Agents and return the Property to its original condition following Buyer's entry; and (g) provide to Seller prior to initial entry a certificate of insurance or other evidence satisfactory to Seller that Buyer has in force adequate liability insurance in an amount not less than Two Million Dollars (\$2,000,000) naming Seller as an additional insured, and a copy of such policy upon Seller's request. Any insurance or self-insurance maintained by Seller shall be in excess of this insurance and shall not contribute with it. The insurance policy shall be kept and maintained in force during the right of entry period and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer and Buyer's Agents.

Buyer shall indemnify, defend and hold harmless the Seller and its directors, officers, agents' employees, affiliates and volunteers from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Buyer and Buyer's Agents upon the Property or from Buyer's failure to comply with the conditions to Buyer's entry onto the Property provided for herein. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason.

All documents, reports, studies, records, financial data, computer records, memoranda, notes, analysis, and the like, provided by Seller to Buyer or third party reports obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit (collectively, the "**Property Documents**") shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Buyer acknowledges that Seller has not made nor makes any warranty or representation regarding the

truth, accuracy or completeness of the Property Documents or the source(s) thereof. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and any Property Documents it provides to Buyer are provided solely as an accommodation to Buyer and it is Buyer's responsibility to verify the accuracy and veracity of the Property Documents. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit or regulation or any other attribute or matter relating thereto.

**3.2 Survey.** Buyer may obtain, at Buyer's sole cost and expense, a survey of the Property ("**Survey**").

**3.3 Natural Hazard Disclosure.** Buyer and Seller hereby instruct Escrow Holder to order a natural hazard disclosure report from an affiliate of the Title Company ("**Natural Hazard Service**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of providing a Natural Hazard Disclosure Report for the Property with mandated natural hazard property disclosures. The written report prepared by the Natural Hazard Service regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply.

**3.4 Due Diligence Period; Termination Right.** Buyer shall have through the last day of the Due Diligence Period in which to examine, inspect, and investigate the Property Documents and all matters relating to the Property and Buyer's purchase thereof and, in Buyer's sole and absolute judgment and discretion, determine whether the Property is acceptable to Buyer. If Buyer is not satisfied with any of the foregoing matters, Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Holder ("**Due Diligence Termination Notice**") on or before the last day of the Due Diligence Period. In the event that Buyer fails to deliver Buyer's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, Buyer shall have conclusively been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 3.4. If Buyer timely elects to terminate this Agreement pursuant to this Section 3.4, the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder except for obligations that expressly survive the termination hereof.

**3.5 Review of Title.** No later than five (5) days following the Effective Date of this Agreement, Seller shall provide to Buyer a preliminary title report for the Property and the underlying title documents disclosed therein (collectively, the "**Title Report**"), issued by First American Title Insurance Company ("**Title Company**"). On or before the date that is thirty (30) days after the Effective Date ("**Buyer's Title Review Period**"), Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of any objections Buyer may have to title exceptions or other matters contained in the Preliminary Title Report or Survey ("**Title Objections**"). If Buyer does not give such notice by the expiration of Buyer's Title Review Period, such failure shall conclusively be

deemed to be Buyer's approval of those matters. If Buyer does timely provide Buyer's Title Notice with Title Objections, Seller shall have ten (10) business days after receipt thereof to notify Buyer that Seller (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Buyer. Seller's failure to notify Buyer within such ten (10) business day period as to any Title Objections that Seller is willing to endeavor to cure or cause to be insured over shall be deemed an election by Seller not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have twenty (20) business days after the expiration of Seller's ten (10) business day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give notice within said period, Buyer shall be deemed to have elected to waive the Title Objections pursuant to clause (b).

If Buyer receives any supplement to the Title Report disclosing any new materially adverse title matters not disclosed to Buyer prior to the expiration of the Buyer's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for Buyer to deliver Buyer's Title Notice with respect to such new title matter shall be the later of (i) expiration of the Buyer's Title Review Period, or (ii) ten (10) business days from receipt of the supplemental title report and the underlying document(s) referenced therein; provided, that Buyer shall not have the right under this paragraph to make any objections with respect to any matter which would be disclosed by an accurate survey of the Property since Buyer is to satisfy itself as to all matters which would be disclosed by an accurate survey prior to the expiration of the Buyer's Title Review Period.

### **3.6 State of California Department of Transportation Right-of-Way Amendment.**

The Buyer acknowledges that a Final Order of Condemnation to acquire a sixty-foot wide portion of property over APN 1119-241-01 for drainage purposes was filed on or about October 18, 2007, in favor of the State of California Department of Transportation (Caltrans) and is attached hereto as Exhibit "B" ("FOC"). The FOC conveyed this sixty-foot wide portion of property in fee instead of an easement and the Seller agrees to continue to work with Caltrans to amend the FOC to correct the easement. Once corrected, the amendment to the FOC ("**FOC Amendment**") will be recorded in the Official Records of San Bernardino County which will (i) convey the underlying fee portion of Property to the Buyer, and (ii) concurrently transfer a sixty-foot wide drainage easement to the City of Rialto for continued maintenance ("**City Drainage Easement**"). The close of Escrow is contingent on the completion and recordation of the FOC Amendment and the City Drainage Easement.

## **4. SITE DEVELOPMENT DISCLOSURE.**

**4.1 Landfill.** The Property is located just south of the Mid-Valley Landfill Sanitary ("**Landfill**"), immediately south of Casmalia Street in Rialto, California. The Seller is mandated by the RWQCB to comply with provisions of California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 3, Article 1, Sections 20380 and 20430. As a result, the Seller has installed a groundwater treatment system that extends on to the Property to mitigate volatile organic compound impacts in groundwater. Within the boundaries of the property, the Seller's groundwater treatment system includes 9 groundwater reinjection wells that run in a generally east-west alignment near the

northern portion of the property. Each reinjection well is housed within a 2.5' x 4' vault at the ground surface, and each well is connected to a second 2.5' x 4' water-delivery control vault. The reinjection well vaults are approximately 200 feet apart, and the well housing vault and water-delivery control vaults are approximately 15 feet apart from one another. The 18 vaults (total) are interconnected by water conveyance pipeline and electrical wire and conduit.

The Seller has also installed two groundwater monitoring wells on the property. Monitoring well N-16 A/B/C was constructed near the southeastern limits of the property; well F-33A/B is located near the southwestern limits of the property. Each well is housed within an approximately 2' x 2' at grade cristry box.

**4.2 Reservation of Easement.** Buyer acknowledges and agrees that Seller will reserve a permanent easement (“**Reservation of Easement**”) for ingress, egress, construction, reconstruction, installation, replacement, operation, sampling, maintenance, and monitoring of extraction and reinjection wells and a pipeline conveyance system and appurtenances and incidents thereto, over, under and across the Property as set forth in the Grant Deed to allow Seller perpetual access to the groundwater system improvements for the purpose of complying with CAO 98-96 and any subsequent orders, directives or other requirements issued by a court, regulatory agency or other governmental authority of competent jurisdiction.

**4.3 Post-Closing Covenant.** Subsequent to the Close of Escrow (as defined below) Buyer (and any subsequent transferee) shall provide to Seller, no less than nine (9) months prior to Buyer’s intended construction commencement date, Buyer’s development plans (“**Plans**”) and a written request to Seller (“**Request**”) to re-profile the necessary groundwater extraction wells and ground water reinjection wells identified in the Reservation of Easement to match grade in conformance with Buyer’s development plans (“**Work**”). The Plans shall contain sufficient detail and data to enable Seller to perform the Work. Seller will complete the Work at its sole cost and expense within nine (9) months of receipt from Buyer of the Plans and the Request. This Section 4.3 shall survive the Close of Escrow (as defined below) and shall not merge with the Grant Deed recorded in connection with this transaction.

## **5. ESCROW.**

**5.1 Opening of Escrow; Closing Date.** Closing of the sale of the Property shall take place through an escrow (“**Escrow**”) to be established with the Escrow Holder referred to in Section 2.2(a). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder’s acceptance attached hereto and notify Seller and Buyer of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is thirty (30) days following (i) the expiration of the Entitlement Period, or (ii) the recordation of the FOC Amendment and the City Drainage Easement, whichever shall occur later (“**Closing Date**”). The terms “**Close of Escrow**” and/or the “**Closing**” shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including Seller’s conveyance of the Property to Buyer.

**5.2 Escrow Instructions.** This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

**5.3 Deliveries by Seller.** On or before 12:00 noon on the business day preceding the scheduled Closing Date, Seller shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit "C", duly executed and acknowledged by Seller, (ii) a Certificate of Non-Foreign Status executed by Seller, (iii) an original of the Closing Statement described in Section 5.5, duly executed by Seller, (iv) Subdivision Documents (as defined in Section 6), if any; and (v) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

**5.4 Deliveries by Buyer.** On or before 12:00 noon on the business day preceding the scheduled Closing Date, Buyer shall deliver to Escrow Holder: (i) the balance of the Purchase Price, (ii) the escrow costs and prorations for which Buyer is responsible, (iii) an original of the Closing Statement described in Section 5.5 duly executed by Buyer, (iv) the certificate of acceptance to be affixed to the Grant Deed executed by Buyer, (v) Subdivision Documents, if applicable; and (vi) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

**5.5 Closing Statement.** No later than four (4) business days prior to the Closing Date, Escrow Holder shall prepare for approval by Buyer and Seller a closing statement ("**Closing Statement**") on Escrow Holder's standard form indicating, among other things, Escrow Holder's estimate of all closing costs and prorations made pursuant to this Agreement.

**5.6 Closing, Recording and Disbursements.** On the Closing Date, and provided all of the Seller Conditions to Closing and Buyer Conditions to Closing set forth in Sections 5.10.1 and 5.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) ***Recording.*** Escrow Holder shall cause the Grant Deed together with other documents to be recorded under this Agreement, including, but not limited to, the FOC Amendment, City Drainage Easement, Subdivision Documents, etc. to be recorded in the Official Records of San Bernardino County, California.

(b) ***Delivery of Documents and Funds.*** Escrow Holder shall deliver to Buyer all of the items listed in Section 4.3 above which were delivered by Seller to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed in the Official Records upon Close of Escrow. Escrow Holder shall deliver the Purchase Price, less Seller's costs and expenses hereunder and the Deposit, to Seller by wire transfer as provided in written instructions to be furnished to Escrow Holder by Seller prior to the Close of Escrow, together with one duplicate original of all of the items listed in Section 5.4 above on the Close of Escrow and a conformed copy of the Grant Deed.

**5.7 Taxes.** Real property taxes will not be prorated between Seller and Buyer in Escrow. If current taxes have not yet been paid as of the Closing Date, then at Closing Seller shall pay

through Escrow or out of Seller's proceeds, the installment applicable to the period in which Closing occurs. Seller shall be entitled to a refund of any excess payment made to the taxing authority on account of the Property, including any taxes paid by Seller and applicable to any period from and after the Closing Date. The taxing authority will notify Seller of any refund due Seller resulting from the subject acquisition after a review and any subsequent proration of the property tax assessment by the County Assessor. Seller retains the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

**5.8 Payment of Costs.** Buyer shall pay for the premium for the ALTA non-extended owner's title policy Title Policy referred to in Section 5.10.2(b), with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be shared equally by Seller and Buyer; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation charges. All other costs and expenses of Escrow not specifically allocated in this Agreement shall be allocated between Buyer and Seller in accordance with customary practice in the county in which the Property is located. Seller and Buyer shall each be responsible for their respective attorneys' fees and costs.

**5.9 Information Report.** Escrow Holder shall file and Seller and Buyer agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Seller and Buyer also agree that Seller and Buyer, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Seller nor Buyer shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**5.10 Conditions to Close of Escrow.**

**5.10.1 Conditions to Seller's Obligations.** In addition to any other condition set forth in this Agreement in favor of Seller, Seller shall have the right to condition its obligation to convey the Property to Buyer and close the Escrow upon the satisfaction, or written waiver by Seller, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Seller Conditions to Closing**"):

**(a) Delivery of Document and Funds.** Buyer shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by Buyer in order to accomplish the close of Escrow for the Property. Buyer shall have deposited with Escrow Holder the Purchase Price and the escrow and closing costs for which Buyer is responsible to pay and all other sums required of Buyer by this Agreement.

(b) **Representations and Warranties.** All representations and warranties made by Buyer in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) **No Default.** Buyer shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

**5.10.2 Conditions to Buyer's Obligations.** In addition to any other condition set forth in this Agreement in favor of Buyer, Buyer shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written waiver by Buyer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the "**Buyer Conditions to Closing**"):

(a) **Delivery of Documents.** Seller shall have executed and deposited into Escrow the Grant Deed and any other escrow and closing documents required to be submitted by Seller in order to accomplish the close of Escrow for the Property.

(b) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Buyer at Closing an ALTA non-extended coverage owner's title policy, or, upon Buyer's request, an ALTA extended coverage owner's policy of title insurance (provided Buyer shall be responsible for any survey costs associated therewith and Buyer must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least ten (10) business days prior to the Closing Date and Buyer shall be responsible for the additional cost of the extended coverage), insuring Buyer's title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the "**Approved Title Exceptions**"): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under Buyer; (iv) items disclosed by the Survey and Title Report (including any supplements) and approved or deemed approved by Buyer pursuant to the title review provisions in Section 3.5, or, if Buyer fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; (v) the Reservation of Easement; (vi) the FOC Amendment and the City Drainage Easement; and (vii) any Title Objections that neither Seller nor the Title Company has agreed to remove from title or insure over ("**Title Policy**"). Notwithstanding the foregoing, Buyer may request the Title Company to issue a binder policy with any additional cost for such binder to be paid by Buyer. The issuance of an ALTA extended coverage policy shall not be a condition precedent to Buyer's obligation to close the Escrow, and Buyer shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by Buyer, at Buyer's sole cost and expense, shall not be a condition precedent to Buyer's obligation to close this Escrow and Buyer acknowledges that Buyer is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and Seller has agreed to provide such endorsements as a means of curing such title defects, then Seller shall pay for such endorsements

(c) **Condition.** At Close of Escrow, possession of the Property shall be delivered to Buyer with all tenants of the Property having vacated their leased spaces clear of all furniture, trash and debris.

(d) **Representations and Warranties.** All representations and warranties made by Seller in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) **No Default.** Seller shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

**5.10.3 Satisfaction of Conditions.** Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

**5.10.4 Waiver.** Seller may at any time or times, at its election, waive any of the Seller Conditions to Closing set forth in Section 4.10.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Buyer. Buyer may at any time or times, at its election, waive any of the Buyer Conditions to Closing set forth in Section 5.10.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller.

**5.10.5 Termination.** In the event each of the Seller Conditions to Closing set forth in Section 5.10.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Seller pursuant to Section 5.10.4, and provided Seller is not in default of this Agreement, Seller may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Buyer Conditions to Closing set forth in Section 5.10.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Buyer pursuant to Section 5.10.4, and provided Buyer is not in default of this Agreement, Buyer may at its option terminate this Agreement and the Escrow opened hereunder or to pursue all available remedies including but not limited to an action for specific performance. No termination under this Agreement shall release either party then in default from liability for such default except to the extent of the liquidated damage provision in Section 9.2. In the event this Agreement is terminated, all documents and funds delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and, subject to Seller's retention of the Deposit in accordance with Section 9.2 in the event of a Buyer default, all documents and funds delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer.

## **6. PROCESSING OF ENTITLEMENTS.**

**6.1 Entitlements.** Seller covenants and agrees that Seller will reasonably cooperate with Buyer in connection with the processing by Buyer of the Entitlements (defined below) deemed necessary by Buyer for the development of the Property during Escrow. Seller acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable Buyer to process its Entitlements. Such Entitlements to be processed by Buyer may include, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report,

associated development permits and related permits, agreements and approvals requested from the City of Rialto or any other governmental agency having jurisdiction over the Property as Buyer may determine to be necessary or helpful to enable Buyer to develop the Property in accordance with its development plans and in a manner permitting construction and operation on the Property consistent with Buyer's development and use plans (collectively "**Entitlements**"). Such cooperation shall include facilitating Buyer in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Rialto or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by Buyer, and providing Buyer and Buyer's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that Seller will cooperate with Buyer and participate in such meetings if the City of Rialto or other governmental agencies require the owner of the Property to be in attendance at such meetings. To the extent such attendance is required, Buyer will use reasonable efforts to provide Seller with advance notice and to schedule such meetings at a time which is reasonably acceptable to Seller. Upon submittal of any such applications, permits, deeds or maps to Seller, Seller shall, no later than seven (7) days after delivery of such documents, deliver the same to Buyer. Any subdivision documents finalized as an Entitlement shall be recorded concurrently with Close of Escrow ("**Subdivision Documents**").

**6.2 Entitlement Period.** Buyer shall in good faith diligently make all reasonable efforts to obtain Entitlements within the twelve (12) month period following the Opening of Escrow, as such period may be extended for an additional six (6) months by Buyer pursuant to Section 6.3 ("**Entitlement Period**"). Notwithstanding any other provision of this Agreement, if at the end of the 18<sup>th</sup> month following the Opening of Escrow, the Entitlements have been issued but the statute of limitations for challenge of any of such Entitlements has not run, the "**Entitlement Period**" shall, at the written election of the Buyer, be extended for an additional ninety (90) days. If Buyer is not otherwise in default or in breach of this Agreement, if Buyer should fail to obtain such Entitlements within the Entitlement Period for any reason or if such Entitlements are issued but are not final by the end of such Entitlement Period, Buyer, at its option, may: (i) cancel Escrow and receive a full refund of Entitlement Period Deposit together with any accrued interest thereon, or (ii) extend the Entitlement Period in accordance with Section 6.3 below.

**6.3 Extension of Entitlement Period.** The Buyer may extend the Entitlement Period for an additional six (6) month period after the initial twelve month period (to a date that is eighteen months (18) months following the Opening of Escrow) in exchange for the Buyer's one-time payment of Two Hundred Thirty Thousand Dollars (\$230,000) ("**Entitlement Extension Deposit**") which amount will be paid directly to Seller and shall be deemed added to the Deposit in the Escrow. If Buyer elects to extend the Entitlement Period for the additional six (6) month period, Buyer shall deliver written notice of the exercise of the extension ("**Extension Exercise Notice**") together with the Entitlement Extension Deposit paid directly to Seller (with a copy of the Extension Exercise Notice to Escrow Holder) prior to the last day of original 12-month Entitlement Period and such Extension Exercise Deposit will be non-refundable, but shall be applied toward the Purchase Price.

**7. REPRESENTATIONS AND WARRANTIES.**

**7.1 Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Buyer, each of which is material and relied upon by Buyer in making its determination to enter into this Agreement:

(a) Seller's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Seller is a party or by which it is bound.

(b) To the best of Seller's actual knowledge without any duty of investigation or inquiry, there are no pending, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(c) Except as disclosed herein, Seller has not received any notices and has no actual knowledge, without any duty of investigation or inquiry, of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

**7.2 Buyer's Representations and Warranties.** Buyer hereby makes the following representations and warranties to Seller, each of which is material and relied upon by Seller in making its determination to enter into this Agreement:

(a) Buyer has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by Buyer has been fully authorized by all requisite actions on the part of Buyer.

(b) Buyer's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

(c) Buyer is not the subject of a current or pending bankruptcy proceeding.

**8. AS-IS SALE; RELEASE OF SELLER AS TO PROPERTY CONDITION.**

Buyer acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. Seller makes no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to Buyer's proposed use or development of the Property. Buyer shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. Buyer acknowledges and agrees that the purchase of the Property will be on the basis of Buyer's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and Buyer's investigation of the status of zoning, maps and all other matters relating to

entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, environmental contamination, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind. Buyer agrees that Seller shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and Buyer accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by Seller, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. Seller expressly disclaims, which Buyer hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

Except for claims for a breach of the representations and warranties of Seller provided in this Agreement, Buyer for itself and on behalf of each of its successors (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge Seller and its officers, officials, employees, agents, and representatives (collectively, the "Releasees") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of Hazardous Materials in, on, about or under the Property. Buyer acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

**Buyer's Initials:** \_\_\_\_\_

As used in this Agreement, the following terms shall have the meaning ascribed below:

"**Environmental Law**" shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of

Hazardous Materials; (b) air, soil, surface, subsurface, surface water and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended (“CERCLA”); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended (“RCRA”); (c) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

“**Hazardous Material(s)**” includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority, any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

## **9. DEFAULTS.**

**9.1 Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on Buyer’s rights to recover monetary damages against Seller set forth in the final clause of this sentence and subject to the restriction on Seller’s rights to recover monetary damages against Buyer set forth in Section 9.2), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall Buyer be entitled to obtain monetary damages of any kind from Seller, including but not limited to, economic loss, lost profits, or any other economic or consequential damages of any kind.

**9.2 Deposit; Liquidated Damages Remedy.** The Deposit delivered to Seller by Buyer in accordance with Section 2.2 of this Agreement shall constitute security for the performance of the obligations of Buyer to be performed pursuant to this Agreement and its retention by Seller as liquidated damages in accordance with this Section 9.2 in the event Escrow does not close as a result of a default by Buyer under this Agreement.

**LIQUIDATED DAMAGES. IF THE CLOSE OF ESCROW FOR THE PROPERTY DOES NOT OCCUR BECAUSE OF A DEFAULT OF BUYER UNDER THIS AGREEMENT, THEN AND IN SUCH EVENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER’S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER, HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DUE DILIGENCE PERIOD DEPOSIT, TOGETHER WITH ANY INTEREST THEREON, (PLUS THE ENTITLEMENT EXTENSION DEPOSIT (IF APPLICABLE) (“FORFEITABLE DEPOSIT”)) SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER’S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND TO RETAIN THE FORFEITABLE DEPOSIT PLUS ALL INTEREST THEREON AS LIQUIDATED DAMAGES AND AS SELLER’S SOLE REMEDY AGAINST BUYER; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO NOR LIMIT SELLER’S RECOVERY AGAINST BUYER WITH RESPECT TO (A) BUYER’S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (B) SELLER’S RIGHT TO RECOVER ATTORNEYS’ FEES AND COSTS AS PROVIDED FOR IN THIS AGREEMENT AND/OR (C) IN THE EVENT THAT BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEY’S FEES INCURRED BY SELLER WITH RESPECT TO THOSE DAMAGES, IF ANY, WHICH MAY BE INCURRED BY SELLER BY REASON OF THE CLOUD ON TITLE TO THE PROPERTY WHICH MAY RESULT FROM BUYER’S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. SELLER AND BUYER HAVE BOTH PLACED THEIR INITIALS IN THE SPACES BELOW TO INDICATE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THIS LIQUIDATED DAMAGES PROVISION.**

**Buyer’s Initials:** \_\_\_\_\_

**Seller’s Initials:** \_\_\_\_\_

**9.3 Rights and Remedies are Cumulative.** Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.4 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default

or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**10. MISCELLANEOUS.**

**10.1 Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To Seller: County of San Bernardino  
Real Estate Services Department  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415

Copy to: County of San Bernardino  
Department of Public Works  
Solid Waste Management Division  
222 W. Hospitality Lane, Second Floor  
San Bernardino, CA 92415-0017

To Buyer: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attention: City Manager

With Copy to: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attention: City Attorney

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

**10.2 Relationship Between Seller and Buyer.** It is hereby acknowledged that the relationship between Seller and Buyer is not that of a partnership or joint venture and that Seller and Buyer shall not be deemed or construed for any purpose to be the agent of the other.

**10.3 Attorneys' Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any

third party legal action against a party hereto and payable under Section 3.1 (“**Inspections**”) and Section 10.10 (“**Real Estate Brokerage Commission**”).

**10.4 Successors and Assigns; Assignment.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer may assign Buyer’s rights under this Agreement without the prior written consent of Seller. Buyer shall not be released and discharged from any liability or obligations under this Agreement on account of such assignment.

**10.5 Entire Agreement, Waivers, and Amendments.** This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

**10.6 Prohibited Persons and Transactions.** Buyer represents to Seller that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

**10.7 Computation of Time.** In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

**10.8 Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

**10.9 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

**10.10 Real Estate Brokerage Commission.** Each party represents and warrants that, neither party has retained any brokers or finders to represent its interests in connection with this transaction. Except as provided above, each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys’ fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker’s commission and/or finder’s fee.

**10.11 Confidentiality Obligations.** As both Buyer and Seller are public entities, confidentiality obligations under this Agreement are limited and subject to applicable laws including those regarding public records.

**10.12 Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

**10.13 Exhibits.** Exhibits "A", "B" and "C" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

<u>Exhibit "A"</u>	Legal Description of Property
<u>Exhibit "B"</u>	Final Order of Condemnation
<u>Exhibit "C"</u>	Grand Deed

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the date first set forth above.

**REMINDER: SECTIONS 8 AND 9.2 NEED TO BE INITIALED.**

**SELLER:**

COUNTY OF SAN BERNARDINO,  
a body politic and corporate

By: \_\_\_\_\_  
James Ramos, Chairman  
Board of Supervisors

Date: \_\_\_\_\_, 2016

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIR OF  
THE BOARD  
LAURA H. WELCH,  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_, 2016

**APPROVED AS TO LEGAL FORM:**

JEAN-RENE BASLE, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Robert F. Messinger,  
Deputy County Counsel

Date: \_\_\_\_\_, 2016

**BUYER:**

CITY OF RIALTO,  
a California municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

Dated: \_\_\_\_\_, 2016

**ATTEST:**

\_\_\_\_\_  
Barbara McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLC

By: \_\_\_\_\_  
Fred Galante, City Attorney

**ACCEPTANCE BY ESCROW HOLDER**

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. The escrow number assigned for this Agreement is: \_\_\_\_\_

GOLDEN STATE ESCROW COMPANY,  
a California corporation  
BOC License No. \_\_\_\_\_

\_\_\_\_\_, 2016

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description of Property**

**EXHIBIT "B"**  
**Final Order of Condemnation**

**EXHIBIT "C"**  
**Grant Deed**

## **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of \_\_\_\_\_, 2016 (“**Agreement Date**”), by and between the **CITY OF RIALTO**, a California municipal corporation (“**Seller**”), and **ARROW UNITED INVESTMENTS, LLC**, a California limited liability company (“**Buyer**”).

### **RECITALS**

A. The County of San Bernardino (“**County**”) owns that that certain real property improved with the Mid-Valley Landfill located at 2390 Alder Avenue in the City of Rialto, County of San Bernardino, State of California (“**County Property**”).

B. Seller has entered into a purchase and sale agreement (“**County PSA**”) to acquire a portion of the County Property consisting of approximately 13.22 acres (portion of APN 1119-241-01, and 02) from the County as more particularly described in the legal description attached hereto as Exhibit “A” (collectively, the “**Property**”).

C. The Property is located adjacent and south of the Mid-Valley Landfill and is improved with a groundwater treatment system that is monitored by the Seller under the oversight of the Santa Ana Region Regional Water Quality Control Board (RWQCB), Cleanup and Abatement Order No. 98-96 (CAO 98-96).

D. Seller has entered into the County PSA primarily as an accommodation to Buyer and in reliance upon Buyer’s covenants and indemnities set forth in this Agreement.

E. Seller and Buyer desire to enter into this Agreement to provide for Seller to sell the Property to Buyer and Buyer to purchase the Property from Seller, on the terms and conditions set forth herein including, but not limited to, the concurrent closing of the County PSA.

### **AGREEMENT**

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

#### **1. PURCHASE AND SALE OF THE PROPERTY; EFFECTIVE DATE.**

**1.1 Purchase and Sale of the Property.** Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

**1.2 Effective Date.** This Agreement shall be deemed effective three (3) days after the later to occur of (i) execution of the County PSA by both the County and Seller and delivery of same to Seller, and (ii) the opening of the escrow under the County PSA (“**County Escrow**”). Seller shall provide Buyer with a copy of the executed County PSA and notify Buyer of the date of the opening of the County Escrow.

**1.3 Buyer's Cooperation Covenant & Indemnity.** As additional consideration for accommodating Buyer's acquisition of the Property including, but not limited to, the Seller's execution of the County PSA, Buyer covenants and agrees to fully cooperate as needed or requested by Seller in order to facilitate all the requirements under the County PSA. This covenant shall supersede any conflicting provisions in this Agreement (including any timing issues between this Agreement and the County PSA). Buyer agrees to indemnify, defend and hold harmless the Seller and its directors, officers, agents' employees, affiliates and volunteers from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the County PSA and County Escrow unless solely caused by the gross negligence or willful misconduct of Seller. This indemnity shall survive termination of this Agreement.

**2. AGREEMENT CONSIDERATION; PAYMENT OF CONSIDERATION.**

**2.1 Agreement Consideration.** Buyer shall pay the following amounts as consideration for this Agreement ("**Agreement Consideration**"):

**a. Purchase Price.** The purchase price payable by Buyer to Seller for the Property is the total sum of Four Million Six Hundred Thousand Dollars (\$4,600,000) ("**Purchase Price**").

**b. Expense Reimbursement.** In addition to the Purchase Price as consideration for this Agreement, Buyer shall fully reimburse Seller for all costs incurred by Seller under the County PSA including, but not limited to, closing the County Escrow and all attorney fees incurred by Seller in connection with the County PSA and this Agreement ("**Expense Reimbursement**").

**2.2 Payment of Agreement Consideration.** The Agreement Consideration shall be paid as follows:

**(a) Deposit.** Within two (2) business days following the Effective Date of this Agreement, Buyer shall deliver to Golden State Escrow, at its office located at 1421-1 East Cooley Drive, Colton, CA 92324, Attn: Kellie Linderman ("**Escrow Holder**") an executed copy of this Agreement and in Good Funds (as defined below), the sum of Two Hundred Thirty Thousand Dollars (\$230,000) ("**Deposit**"). Upon Buyer's written request to Seller, Seller shall direct the deposit amount under the County PSA and County Escrow to be invested in interest bearing account in accordance with the County PSA with any interest earned thereon credited to Buyer under this Agreement.

If this Agreement has not terminated pursuant to Section 3.4 on or before the expiration of the Due Diligence Period (as that term is defined in Section 3.4), one-half (1/2) of the Deposit (being One Hundred Fifteen Thousand Dollars (\$115,000)) ("**Due Diligence Deposit**"), shall become nonrefundable on the day following the expiration of the Due Diligence Period, subject only to Seller's performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions. If this Agreement has not terminated pursuant to the Section 6 on or before the expiration of the Entitlement Period (as that term is defined in Section 6), the remaining one-half (1/2) of the Deposit in the amount of One Hundred Fifteen Thousand Dollars (\$115,000) ("**Entitlement Period Deposit**") shall become

nonrefundable on the day following the expiration of the Entitlement Period, subject only to Seller's performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions.

All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

**(b) Release of Deposit into County Escrow.** Escrow Holder is specifically directed to promptly release the Deposit to be deposited into the County Escrow for the credit of Seller as the buyer under the County PSA. If the County PSA is terminated for any reason whereby Seller is entitled to the return of the Deposit (including any interest) from the County Escrow, such funds shall be redeposited into this Escrow and returned to Buyer pursuant to the terms of this Agreement.

**(c) Credit at Closing.** The Deposit shall be credited to the Agreement Consideration upon the Close of Escrow. If this Agreement has not terminated pursuant to Section 3.4 on or before the expiration of the Due Diligence Period (as that term is defined in Section 3.4), the Deposit shall become nonrefundable on the day following the expiration of the Due Diligence Period, subject only to Seller's performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions.

**(d) Balance of Agreement Consideration.** On the date that is two (2) days prior to the scheduled Closing Date, or such other time as is reasonably required (i) to facilitate the concurrent closing of the County Escrow, or (ii) by Escrow Holder in order to close the Escrow on the scheduled Closing Date, Buyer shall deposit the balance of the Agreement Consideration with Escrow Holder in Good Funds.

**(e) Independent Consideration.** Within five (5) days of the Effective Date, Buyer shall deliver to Seller the sum of One Hundred Dollars (\$100) ("**Independent Consideration**"), as consideration for Buyer's right to purchase the Property and to terminate this Agreement prior to the expiration of the Due Diligence Period and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not applicable to the Agreement Consideration, is non-refundable and shall be retained by Seller notwithstanding any other provision of this Agreement.

**2.3 Buyer's Right to Enter into Sale Agreement for Remainder Parcel.** Buyer may enter into a purchase and sale agreement for the Remainder Property (as defined in Section 3.8) which may close concurrently with the Close of this Escrow ("**Remainder Parcel PSA**"). The Remainder Parcel shall be used for a recreational outdoor storage facility. Buyer shall remain solely responsible under this Agreement. However, at no cost or expense to Seller, Seller shall reasonably cooperate to facilitate the concurrent closing under the Remainder Parcel PSA with this Escrow.

### 3. DUE DILIGENCE REVIEW.

**3.1 Inspections.** Buyer and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**Buyer's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period and the Entitlement Period (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations shall be subject to Seller's prior written consent. The "**Due Diligence Period**" shall mean the sooner of (i) eleven (11) month period following the Effective Date; or (ii) ten (10) business days shorter than the Due Diligence Period under the County PSA.

Within five (5) business days after receipt by Seller of the documents from the County under the due diligence obligations in the County PSA, Seller shall provide to Buyer, copies of any studies, surveys, plans, reports, environmental reports, test results, approvals and other entitlements relating to the Property actually in Seller's possession from County, if any. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to deliver to Buyer any documents, reports, presentations or similar items prepared for internal use by Seller or that are protected by the attorney-client privilege or that are otherwise subject to a confidentiality agreement.

All inspections of the Property shall be performed by Buyer at Buyer's sole cost and expense. As a condition to any such entry, inspection or testing, Buyer shall comply, and cause Buyer's Agents to comply, with the following in accordance with the County PSA: (a) coordinate its entries with Seller and the County so as not to disturb the operation of any business on the Property, including notification to Seller and County of the proposed date and purpose of the intended entry and submittal to Seller and County of the names and/or affiliations of the persons that will be entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Buyer and Buyer's Agents; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of California, which shall include a waiver by the insurer of any right to subrogation against Seller and County and their respective members, officers, employees and volunteers; (f) promptly repair any and all damage to the Property caused by Buyer or Buyer's Agents and return the Property to its original condition following Buyer's entry; and (g) provide to Seller and County prior to initial entry a certificate of insurance or other evidence satisfactory to Seller and County that Buyer has in force adequate liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) naming Seller and County as an additional insured, and a copy of such policy upon Seller's request. Any insurance or self-insurance maintained by Seller and County shall be in excess of this insurance and shall not contribute with it. The insurance policy shall be kept and maintained in force during the right of entry period and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer and Buyer's Agents.

Buyer agrees to indemnify, defend and hold harmless the Seller and County and their respective directors, officers, agents' employees, affiliates and volunteers from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Buyer and Buyer's Agents upon the Property or from Buyer's failure to comply with the conditions to Buyer's entry onto the Property provided for herein. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason. County shall be a third party beneficiary of this indemnity obligation.

All documents, reports, studies, records, financial data, computer records, memoranda, notes, analysis, and the like, provided by or through Seller to Buyer or third party reports obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit (collectively, the "**Property Documents**") shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Buyer acknowledges that neither Seller nor County has not made nor makes any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. Neither Seller nor County has undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and any Property Documents it provides to Buyer are provided solely as an accommodation to Buyer and it is Buyer's responsibility to verify the accuracy and veracity of the Property Documents. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit or regulation or any other attribute or matter relating thereto.

**3.2 Survey.** Buyer may obtain, at Buyer's sole cost and expense, a survey of the Property ("**Survey**"). Buyer shall deliver same to Seller as soon as possible in order for Seller to submit same under the County PSA. Buyer shall deliver the Survey to the Title Company within forty-five (45) days of the Effective Date if Buyer wants to approve any additional title exceptions resulting from the Survey.

**3.3 Natural Hazard Disclosure.** Buyer and Seller hereby instruct Escrow Holder to order a natural hazard disclosure report from an affiliate of the Title Company ("**Natural Hazard Service**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of providing a Natural Hazard Disclosure Report for the Property with mandated natural hazard property disclosures. The written report prepared by the Natural Hazard Service regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply.

**3.4 Due Diligence Period; Termination Right.** Buyer shall have through the last day of the Due Diligence Period in which to examine, inspect, and investigate the Property Documents and all matters relating to the Property and Buyer's purchase thereof and, in Buyer's sole and

absolute judgment and discretion, determine whether the Property is acceptable to Buyer. If Buyer is not satisfied with any of the foregoing matters, Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Holder (“**Due Diligence Termination Notice**”) on or before the last day of the Due Diligence Period. In the event that Buyer fails to deliver Buyer’s Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, Buyer shall have *conclusively* been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 3.4. If Buyer timely elects to terminate this Agreement pursuant to this Section 3.4, then upon the concurrent termination of the County PSA and County Escrow and the release of the Deposit from the County Escrow, the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder except for obligations that expressly survive the termination hereof.

**3.5 Review of Title.** Within five (5) business days after Seller’s receipt of the preliminary title report for the Property under the County PSA (“**County Title Report**”), Seller shall provide to Buyer the copy of the County Title Report and the underlying title documents disclosed therein (collectively, the “**Title Report**”), issued by First American Title Insurance Company (“**Title Company**”). On or before the date that is twenty (20) days after receipt of the Title Report (“**Buyer’s Title Review Period**”), Buyer shall notify Seller in writing (“**Buyer’s Title Notice**”) of any objections Buyer may have to title exceptions or other matters contained in the Preliminary Title Report (“**Title Objections**”). If Buyer does not give such notice by the expiration of Buyer’s Title Review Period, such failure shall conclusively be deemed to be Buyer’s approval of those matters. If Buyer does timely provide Buyer’s Title Notice with Title Objections, Seller shall have thirty (30) days after receipt thereof to notify Buyer that Seller (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Buyer. Seller’s failure to notify Buyer within such thirty (30) day period as to any Title Objections that Seller is willing to endeavor to cure or cause to be insured over shall be deemed an election by Seller not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have five (5) days after the expiration of Seller’s ten (10) day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give notice within said period, Buyer shall be deemed to have elected to waive the Title Objections pursuant to clause (b).

If Buyer receives any supplement to the Title Report disclosing any new materially adverse title matters not disclosed to Buyer prior to the expiration of the Buyer’s Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for Buyer to deliver Buyer’s Title Notice with respect to such new title matter shall be the later of (i) expiration of the Buyer’s Title Review Period, or (ii) five (5) days from receipt of the supplemental title report and the underlying document(s) referenced therein; provided, that Buyer shall not have the right under this paragraph to make any objections with respect to any matter which would be disclosed by an accurate survey of the Property since Buyer is to satisfy itself as to all matters which would be disclosed by the Survey being delivered to the Title Company within the time period specified in Section 3.2.

Notwithstanding any of the foregoing time periods, the parties shall cooperate so that timely responses can be provided by Seller to the County under the County PSA.

**3.6 State of California Department of Transportation Right-of-Way Amendment.**

Buyer acknowledges that the County PSA provides that there is a Final Order of Condemnation to acquire a sixty-foot wide portion of property over APN 1119-241-01 for drainage purposes was filed on or about October 18, 2007, in favor of the State of California Department of Transportation (Caltrans) and is attached hereto as Exhibit "B" ("**FOC**"). The FOC conveyed this sixty-foot wide portion of property in fee instead of an easement and the Seller agrees to continue to work with Caltrans to amend the FOC to correct the easement. Once corrected, the amendment to the FOC ("**FOC Amendment**") will be recorded in the Official Records of San Bernardino County which will (i) convey the underlying fee portion of this Property to Buyer, and (ii) a sixty-foot wide drainage easement will immediately thereafter be conveyed to the City of Rialto for continued maintenance ("**City Drainage Easement**"). The Close of Escrow is contingent on the completion and recordation of the FOC Amendment followed by the City Drainage Easement.

**4. SITE DEVELOPMENT DISCLOSURE.** Buyer acknowledges that it is aware of the following disclosure as set forth in the County PSA:

(a) **Landfill.** The Property is located just south of the Mid-Valley Landfill Sanitary ("**Landfill**"), immediately south of Casmalia Street in Rialto, California. The County is mandated by the RWQCB to comply with provisions of California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 3, Article 1, Sections 20380 and 20430. As a result, the County has installed a groundwater treatment system that extends on to the Property to mitigate volatile organic compound impacts in groundwater. Within the boundaries of the property, the County's groundwater treatment system includes 9 groundwater reinjection wells that run in a generally east-west alignment near the northern portion of the Property. Each reinjection well is housed within a 2.5' x 4' vault at the ground surface, and each well is connected to a second 2.5' x 4' water-delivery control vault. The reinjection well vaults are approximately 200 feet apart, and the well housing vault and water-delivery control vaults are approximately 15 feet apart from one another. The 18 vaults (total) are interconnected by water conveyance pipeline and electrical wire and conduit.

County has also installed two groundwater monitoring wells on the Property. Monitoring well N-16 A/B/C was constructed near the southeastern limits of the property; well F-33A/B is located near the southwestern limits of the Property. Each well is housed within an approximately 2' x 2' at grade crusty box.

(b) **Reservation of Easement.** Buyer acknowledges and agrees that, under the County PSA, County will reserve a permanent easement ("**Reservation of Easement**") for ingress, egress, construction, reconstruction, installation, replacement, operation, sampling, maintenance, and monitoring of extraction and reinjection wells and a pipeline conveyance system and appurtenances and incidents thereto over, under and across the Property as set forth in the Grant Deed under the County PSA ("**County Grant Deed**") to allow County perpetual access to the groundwater system improvements for the purpose of complying

with CAO 98-96 and any subsequent orders, directives or other requirements issued by a court, regulatory agency or other governmental authority of competent jurisdiction.

(c) **Post-Closing Covenant**. Subsequent to the Close of the County Escrow, Buyer agrees to provide to County, no less than nine (9) months prior to Buyer's intended construction commencement date, Buyer's development plans ("Plans") and a written request to Seller ("**Request**") to re-profile the necessary groundwater extraction wells and ground water reinjection wells identified in the Reservation of Easement to match grade in conformance with Buyer's development plans ("**Work**"). The Plans shall contain sufficient detail and data to enable Seller to perform the Work. Seller will complete the Work at its sole cost and expense within nine (9) months of receipt from Buyer of the Plans and the Request. This Section 4.3 shall survive the Close of Escrow (as defined below) and shall not merge with the County Grant Deed recorded in connection with this transaction.

## 5. **ESCROW.**

**5.1 Opening of Escrow; Closing Date.** Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 2.2(a). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto and notify Seller and Buyer of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is thirty (30) days following (i) the expiration of the Entitlement Period (as defined in Section 6), (ii) the recordation of the FOC Amendment and the City Drainage Easement, and (iii) the concurrent closing of the County Escrow, whichever shall occur last ("**Closing Date**"). The terms "**Close of Escrow**" and/or the "**Closing**" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including Seller's conveyance of the Property to Buyer.

**5.2 Escrow Instructions.** This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

**5.3 Deliveries by Seller.** On or before 12:00 noon on the second (2<sup>nd</sup>) business day preceding the scheduled Closing Date, Seller shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit "C", duly executed and acknowledged by Seller, (ii) a Certificate of Non-Foreign Status executed by Seller, (iii) an original of the Closing Statement described in Section 5.5, duly executed by Seller, (iv) Subdivision Documents (as defined in Section 6), if applicable; and (v) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

**5.4 Deliveries by Buyer.** On or before 12:00 noon on the second (2<sup>nd</sup>) business day preceding the scheduled Closing Date, Buyer shall deliver to Escrow Holder: (i) the balance of the Agreement Consideration, (ii) the escrow costs and prorations for which Buyer is responsible, (iii)

an original of the Closing Statement described in Section 5.5, duly executed by Buyer, and (iv) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

**5.5 Closing Statement.** No later than three (3) business days prior to the Closing Date, Escrow Holder shall prepare for approval by Buyer and Seller a closing statement (“**Closing Statement**”) on Escrow Holder’s standard form indicating, among other things, Escrow Holder’s estimate of all closing costs and prorations made pursuant to this Agreement. Escrow shall obtain a copy of the closing statement for the County Escrow and charge all costs allocated to Seller as buyer thereunder which shall be charged to Buyer under this Escrow.

**5.6 Closing, Recording and Disbursements.** On the Closing Date, and provided all of the Seller Conditions to Closing and Buyer Conditions to Closing set forth in Sections 5.10.1 and 4.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) ***Recording.*** Escrow Holder shall cause the Grant Deed together with other documents to be recorded under this Agreement, including but not limited to, the FOC Amendment, the City Drainage Easement, Subdivision Documents, etc. to be recorded in the Official Records of San Bernardino County, California immediately following the recordation of the County Grant Deed.

(b) ***Delivery of Documents and Funds.*** Escrow Holder shall deliver to Buyer all of the items listed in Section 4.3 above which were delivered by Seller to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed in the Official Records upon Close of Escrow and concurrent closing of the County Escrow. Escrow Holder shall deliver the Purchase Price into the County Escrow, less the Deposit which has already been delivered to into the County Escrow. After Close of Escrow, Escrow Holder shall deliver to Seller with one (1) duplicate original of all of the items listed in Section 5.4 above on the Close of Escrow and a conformed copy of the Grant Deed.

**5.7 Taxes.** Real property taxes will be prorated between Seller and Buyer in Escrow to the same extent as proration occurs in the County Escrow with Buyer responsible for the payment of any amounts due or assessed against Seller in the County PSA. If current taxes have not yet been paid as of the Closing Date, then at Closing the County shall have paid same in the County Escrow and County is entitled to a refund under the County PSA, Buyer shall cooperate to ensure such amount is paid to County. Buyer understands and agrees that, under the County PSA, the County has retained the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

**5.8 Payment of Costs.** Buyer shall pay for the premium for the an ALTA non-extended owner’s title policy referred to in Section 5.10.2(b), with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by Buyer. All other costs and expenses of Escrow of any kind shall be paid by Buyer. Buyer shall also be responsible to reimburse Seller for its attorneys’ fees and costs as part of the Expense Reimbursement specified in Section 2.1.b.

**5.9 Information Report.** Escrow Holder shall file and Seller and Buyer agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Seller and Buyer also agree that Seller and Buyer, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Seller nor Buyer shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**5.10 Conditions to Close of Escrow.**

**5.10.1 Conditions to Seller’s Obligations.** In addition to any other condition set forth in this Agreement in favor of Seller, Seller shall have the right to condition its obligation to convey the Property to Buyer and close the Escrow upon the satisfaction, or written waiver by Seller, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**Seller Conditions to Closing**”):

(a) ***Delivery of Document and Funds.*** Buyer shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by Buyer in order to accomplish the close of Escrow for the Property. Buyer shall have deposited with Escrow Holder the Agreement Consideration and all escrow and closing costs for this Agreement and all such amounts required to be paid by Seller as buyer under the County PSA and County Escrow.

(b) ***Representations and Warranties.*** All representations and warranties made by Buyer in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) ***No Default.*** Buyer shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

(d) ***Concurrent Closing of the County Escrow.*** The County Escrow must close concurrently with this Agreement with all documents to be recorded under the County Escrow to be recorded immediately preceding the recording of documents under this Escrow.

**5.10.2 Conditions to Buyer’s Obligations.** In addition to any other condition set forth in this Agreement in favor of Buyer, Buyer shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written

waiver by Buyer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**Buyer Conditions to Closing**”):

(a) **Delivery of Documents.** Seller shall have executed and deposited into Escrow the Grant Deed and any other escrow and closing documents required to be submitted by Seller in order to accomplish the close of Escrow for the Property.

(b) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Buyer at Closing an ALTA non extended coverage owner’s title policy, or, upon Buyer’s request, an ALTA extended coverage owner’s policy of title insurance (provided Buyer shall be responsible for any survey costs associated therewith and Buyer must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least seven (7) business days prior to the Closing Date and Buyer shall be responsible for the additional cost of the extended coverage), insuring Buyer’s title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the “**Approved Title Exceptions**”): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under Buyer; (iv) items disclosed by the Survey and Title Report (including any supplements) and approved or deemed approved by Buyer pursuant to the title review provisions in Section 3.5, or, if Buyer fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; (v) Reservation of Easement; (vi) the FOC Amendment and City Drainage Easement; and (vii) any Title Objections that neither Seller nor the Title Company has agreed to remove from title or insure over (“**Title Policy**”). The issuance of an ALTA extended coverage policy shall not be a condition precedent to Buyer’s obligation to close the Escrow, and Buyer shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by Buyer, at Buyer’s sole cost and expense, shall not be a condition precedent to Buyer’s obligation to close this Escrow and Buyer acknowledges that Buyer is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and Buyer has requested such endorsements as a means of curing such title defects, then Buyer shall pay for such endorsements

(c) **Condition.** At Close of Escrow, possession of the Property shall be delivered to Buyer with all tenants of the Property having vacated their leased spaces clear of all furniture, trash and debris.

(d) **Representations and Warranties.** All representations and warranties made by Seller in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) **No Default.** Seller shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

**5.10.3. Satisfaction of Conditions.** Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

**5.10.4. Waiver.** Seller may at any time or times, at its election, waive any of the Seller Conditions to Closing set forth in Section 5.10.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Buyer. Buyer may at any time or times, at its election, waive any of the Buyer Conditions to Closing set forth in Section 5.10.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller.

**5.10.5. Termination.** In the event each of the Seller Conditions to Closing set forth in Section 5.10.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Seller pursuant to Section 5.10.4, and provided Seller is not in default of this Agreement, Seller may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Buyer Conditions to Closing set forth in Section 5.10.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Buyer pursuant to Section 5.10.4, and provided Buyer is not in default of this Agreement, Buyer may at its option terminate this Agreement and the Escrow opened hereunder or to pursue all available remedies including but not limited to an action for specific performance. No termination under this Agreement shall release either party then in default from liability for such default except to the extent of the liquidated damage provision in Section 9.2. In the event this Agreement is terminated, all documents and funds delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and, subject to Seller's retention of the Deposit in accordance with Section 9.2 in the event of a Buyer default, all documents and funds delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer.

## **6. PROCESSING OF ENTITLEMENTS.**

**6.1. Buyer's Obligation to Process Entitlements.** During Entitlement Period (as defined below), Buyer shall promptly submit and diligently prosecute entitlement applications to the City for its development of a heavy metal recycling center. If Buyer breaches this obligation, Seller shall have the right, but not the obligation, to terminate this Agreement upon written notice to Buyer.

**6.2. Entitlements.** Seller covenants and agrees that Seller will reasonably cooperate with Buyer in connection with the processing by Buyer of the Entitlements (defined below) deemed necessary by Buyer for the development of the Property during Escrow. Seller acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable Buyer to process its Entitlements. Such Entitlements to be processed by Buyer shall include as applicable, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report, associated development permits and related permits, agreements and approvals requested from the City of Rialto or any other governmental agency having jurisdiction over the Property as Buyer may determine to be necessary or helpful to enable Buyer to develop the Property

in accordance with its development plans and in a manner permitting construction and operation on the Property consistent with Buyer's development and use plans (collectively "**Entitlements**"). Such cooperation shall include facilitating Buyer in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Rialto or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by Buyer, and providing Buyer and Buyer's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that Seller will cooperate with Buyer and participate in such meetings if the City of Rialto or other governmental agencies require the owner of the Property to be in attendance at such meetings. However, notwithstanding any to the contrary in this Agreement, Seller which is the City is not in any way waiving its discretionary authority. To the extent such attendance is required, Buyer will use reasonable efforts to provide Seller with advance notice and to schedule such meetings at a time which is reasonably acceptable to Seller. Upon submittal of any such applications, permits, deeds or maps to Seller, Seller shall, no later than fifteen (15) days after delivery of such documents, deliver the same to Buyer. Any subdivision documents finalized as an Entitlement shall be recorded concurrently with Close of Escrow ("**Subdivision Documents**").

**6.3. Entitlement Period.** Buyer shall in good faith diligently make all reasonable efforts to obtain Entitlements within the eleven (11) month period following the Opening of Escrow, as such period may be extended for an additional six (6) months by Buyer pursuant to Section 6.4 ("**Entitlement Period**"). Notwithstanding any other provision of this Agreement, if at the end of the 17<sup>th</sup> month following the Opening of Escrow, the Entitlements have been issued but the statute of limitations for challenge of any of such Entitlements has not run, the "**Entitlement Period**" shall, at the written election of the Buyer, be extended for an additional ninety (90) days. If Buyer is not otherwise in default or in breach of this Agreement, if Buyer should fail to obtain such Entitlements within the Entitlement Period for any reason or if such Entitlements are issued but are not final by the end of such Entitlement Period, Buyer, at its option, may: (i) cancel Escrow and receive a full refund of Entitlement Period Deposit together with any accrued interest thereon, or (ii) extend the Entitlement Period in accordance with Section 6.4 below.

**6.4. Extension of Entitlement Period.** The Buyer may extend the Entitlement Period for an additional six (6) month period after the initial twelve month period (to a date that is eighteen months (18) months following the Opening of Escrow) in exchange for the Buyer's one-time payment of Two Hundred Thirty Thousand Dollars (\$230,000) ("**Entitlement Extension Deposit**") which amount will be paid directly to Seller and shall be deemed added to the Deposit in the Escrow. If Buyer elects to extend the Entitlement Period for the additional six (6) month period, Buyer shall deliver written notice of the exercise of the extension ("**Extension Exercise Notice**") together with the Entitlement Extension Deposit paid directly to Seller (with a copy of the Extension Exercise Notice to Escrow Holder) prior to the last day of original 11-month Entitlement Period and such Extension Exercise Deposit will be non-refundable, but shall be applied toward the Purchase Price.

**6.5. Subdivision of Property.** During the Entitlement Period, Buyer shall commence and Seller shall cooperate with the process to subdivide the Property into two (2) legal parcels: (i) the easterly 6 acres as a parcel ("**Primary Parcel**"); and (ii) the remaining 7.22 acres as a parcel

("Remainder Parcel"). Documents evidencing the subdivision shall be recorded at Close of Escrow ("Subdivision Documents"). Buyer shall cooperate with Seller with respect to the subdivision as well as any required amendment to this Agreement and the documents to be recorded at the Closing. Buyer shall reimburse Seller for the costs of the subdivision including any amounts required to be paid by Seller to the County for same under the County PSA.

**7. REPRESENTATIONS AND WARRANTIES.**

**7.1 Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Buyer, each of which is material and relied upon by Buyer in making its determination to enter into this Agreement:

(a) Seller's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Seller is a party or by which it is bound.

(b) To the best of Seller's actual knowledge without any duty of investigation or inquiry, and solely based on the information provided by County under the County PSA, there are no pending, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(c) Except as disclosed to Seller in accordance with the County PSA, Seller has not received any notices and has no actual knowledge, without any duty of investigation or inquiry and solely based on the information provided by County under the County PSA, of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

**7.2 Buyer's Representations and Warranties.** Buyer hereby makes the following representations and warranties to Seller, each of which is material and relied upon by Seller in making its determination to enter into this Agreement:

(a) Buyer has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by Buyer has been fully authorized by all requisite actions on the part of Buyer.

(b) Buyer's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

(c) Buyer is not the subject of a current or pending bankruptcy proceeding.

(d) Buyer has had an opportunity to request, receive and review an executed copy of the County PSA and any related documents.

**8. AS-IS SALE; RELEASE OF SELLER AS TO PROPERTY CONDITION.**

Buyer acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. Since Seller is only acting as an accommodator to Buyer's acquisition of the Property, Seller makes no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to Buyer's proposed use or development of the Property. Buyer shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. Buyer acknowledges and agrees that the purchase of the Property will be on the basis of Buyer's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and Buyer's investigation of the status of zoning, maps and all other matters relating to entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, environmental contamination, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind. Buyer agrees that Seller shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and Buyer accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by Seller, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. Seller expressly disclaims, which Buyer hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

Except for claims for a breach of the representations and warranties of Seller provided in this Agreement, Buyer for itself and on behalf of each of its successors (collectively, the "**Releasors**") by this general release of known and unknown claims (this "**Release**") hereby irrevocably and unconditionally release and forever discharge Seller, County and their respective officers, officials, employees, agents, and representatives (collectively, the "**Releasees**") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of Hazardous Materials in, on, about or under the Property. Buyer acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”**

**Buyer’s Initials:** \_\_\_\_\_

As used in this Agreement, the following terms shall have the meaning ascribed below:

**“Environmental Law”** shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials; (b) air, soil, surface, subsurface, surface water and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended (“CERCLA”); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended (“RCRA”); (c) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

**“Hazardous Material(s)”** includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority,

any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

## **9. DEFAULTS.**

**9.1 Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on Buyer's rights to recover monetary damages against Seller set forth in the final clause of this sentence and subject to the restriction on Seller's rights to recover monetary damages against Buyer set forth in Section 9.2), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall Buyer be entitled to obtain monetary damages of any kind from Seller, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind.

**9.2 Deposit; Liquidated Damages Remedy.** The Deposit delivered to Seller by Buyer in accordance with Section 2.2 of this Agreement shall constitute security for the performance of the obligations of Buyer to be performed pursuant to this Agreement and its retention by Seller as liquidated damages in accordance with this Section 9.2 in the event Escrow does not close as a result of a default by Buyer under this Agreement.

**LIQUIDATED DAMAGES. IF THE CLOSE OF ESCROW FOR THE PROPERTY DOES NOT OCCUR BECAUSE OF A DEFAULT OF BUYER UNDER THIS AGREEMENT, THEN AND IN SUCH EVENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER, HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DUE DILIGENCE PERIOD DEPOSIT, TOGETHER WITH ANY INTEREST THEREON, (PLUS THE ENTITLEMENT EXTENSION DEPOSIT (IF APPLICABLE)) ("FORFEITABLE DEPOSIT") SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND TO RETAIN THE FORFEITABLE DEPOSIT PLUS ANY INTEREST THEREON AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE REMEDY AGAINST BUYER; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO NOR LIMIT SELLER'S RECOVERY AGAINST BUYER WITH RESPECT TO (A) ALL OF BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (B) SELLER'S RIGHT TO RECOVER ATTORNEYS' FEES AND COSTS AS PROVIDED FOR IN THIS AGREEMENT AND/OR (C) IN THE EVENT THAT BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE**

**SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEY'S FEES INCURRED BY SELLER WITH RESPECT TO THOSE DAMAGES, IF ANY, WHICH MAY BE INCURRED BY SELLER BY REASON OF THE CLOUD ON TITLE TO THE PROPERTY WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. SELLER AND BUYER HAVE BOTH PLACED THEIR INITIALS IN THE SPACES BELOW TO INDICATE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THIS LIQUIDATED DAMAGES PROVISION.**

**Buyer's Initials:** \_\_\_\_\_

**Seller's Initials:** \_\_\_\_\_

**9.3 Rights and Remedies are Cumulative.** Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.4 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**10. MISCELLANEOUS.**

**10.1 Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To Buyer:                      Arrow United Investment, LLC.  
                                         18472 E. Colima Road Suite 205  
                                         Rowland Heights, CA 91748  
                                         Attn: \_\_\_\_\_

To Seller:                      City of Rialto  
                                         150 S. Palm Avenue  
                                         Rialto, CA 92376  
                                         Attention: City Manager

With Copy to: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attention: City Attorney

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

**10.2 Relationship Between Seller and Buyer.** It is hereby acknowledged that the relationship between Seller and Buyer is not that of a partnership or joint venture and that Seller and Buyer shall not be deemed or construed for any purpose to be the agent of the other.

**10.3 Attorneys' Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section 3.1 ("**Inspections**") and Section 10.10 ("**Real Estate Brokerage Commission**") as well as the obligation to reimburse Seller under Section 1.3.

**10.4 Successors and Assigns; Assignment.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer may assign Buyer's rights under this Agreement to a Buyer Affiliate without the prior written consent of Seller; provided, however, that Buyer must provide written notice to Seller and Escrow Holder five (5) business days prior to Closing. In the event Buyer assigns its rights under this Agreement to a Buyer Affiliate as provided in this Section 10.4, Buyer and such assignee shall execute and deliver an assignment of this Agreement in a form approved by Seller. Any subsequent assignment may be made only with the prior written consent of Seller. Any assignment of this Agreement in violation of the foregoing provisions shall be null and void. For purposes of this Agreement, "**Buyer Affiliate**" means any entity that is controlled by Buyer (as a manager, member, general partner, or other similar capacity) and in which Buyer owns a substantial economic interest. Buyer shall not be released and discharged from any liability or obligations under this Agreement on account of such assignment.

**10.5 Entire Agreement, Waivers, and Amendments.** This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

**10.6 Prohibited Persons and Transactions.** Buyer represents to Seller that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and

Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

**10.7 Computation of Time.** In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

**10.8 Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto but also in accordance with the intent specified in Section 1.3 that Seller is acting only as an accommodator for the sale of the Property to Buyer and should not be liable for any costs or expenses involved with the acquisition of the Property under the County PSA. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

**10.9 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

**10.10 Real Estate Brokerage Commission.** Each party represents and warrants that, neither party has retained any brokers or finders to represent its interests in connection with this transaction. Except as provided above, each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys’ fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker’s commission and/or finder’s fee.

**10.11 Authority.** Buyer represents that each individual executing this Agreement on behalf of Buyer is duly authorized to execute and deliver this Agreement on behalf of Buyer, in accordance with a duly adopted resolution in accordance with its formation documents, and that this Agreement is binding upon Buyer in accordance with its terms.

**10.12 Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

**10.13 Exhibits.** Exhibits “A”, “B” and “C” attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

- Exhibit “A”    Legal Description of Property
- Exhibit “B”    Final Order of Condemnation (FOC)
- Exhibit “C”    Grand Deed

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the date first set forth above.

**REMINDER: SECTIONS 8 AND 9.2 NEED TO BE INITIALED.**

**BUYER:**

ARROW UNITED INVESTMENTS, LLC,  
a California limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

CITY OF RIALTO,  
a California municipal corporation

By: \_\_\_\_\_

Deborah Robertson, Mayor

Dated: \_\_\_\_\_, 2016

**ATTEST:**

\_\_\_\_\_  
Barbara McGee, City Clerk

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER, LLC**

By: \_\_\_\_\_

Fred Galante, City Attorney

**ACCEPTANCE BY ESCROW HOLDER**

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. The escrow number assigned for this Agreement is: \_\_\_\_\_

GOLDEN STATE ESCROW COMPANY,  
a California corporation  
BOC License Number: \_\_\_\_\_

\_\_\_\_\_, 2016

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description of Property**

**EXHIBIT "B"**  
**Final Order of Condemnation**

**EXHIBIT "C"**  
**Grant Deed**



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**PASSED APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA McGEE, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City of  
6 Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_,  
8 the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

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18 BARBARA McGEE, CITY CLERK  
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## PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of September 13, 2016 (“**Agreement Date**”), by and between the CITY OF RIALTO, a California municipal corporation (“**Seller**”), and ARROW UNITED INVESTMENTS, LLC, a California limited liability company (“**Buyer**”).

### R E C I T A L S

A. The County of San Bernardino (“**County**”) owns that that certain real property improved with the Mid-Valley Landfill located at 2390 Alder Avenue in the City of Rialto, County of San Bernardino, State of California (“**County Property**”).

B. Seller has entered into a purchase and sale agreement (“**County PSA**”) to acquire a portion of the County Property consisting of approximately 13.22 acres (portion of APN 1119-241-01, and 02) from the County as more particularly described in the legal description attached hereto as Exhibit “A” (collectively, the “**Property**”).

C. The Property is located adjacent and south of the Mid-Valley Landfill and is improved with a groundwater treatment system that is monitored by the Seller under the oversight of the Santa Ana Region Regional Water Quality Control Board (RWQCB), Cleanup and Abatement Order No. 98-96 (CAO 98-96).

D. Seller has entered into the County PSA primarily as an accommodation to Buyer and in reliance upon Buyer’s covenants and indemnities set forth in this Agreement.

E. Seller and Buyer desire to enter into this Agreement to provide for Seller to sell the Property to Buyer and Buyer to purchase the Property from Seller, on the terms and conditions set forth herein including, but not limited to, the concurrent closing of the County PSA.

### A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

#### 1. PURCHASE AND SALE OF THE PROPERTY; EFFECTIVE DATE.

**1.1 Purchase and Sale of the Property.** Subject to all of the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

**1.2 Effective Date.** This Agreement shall be deemed effective three (3) days after the later to occur of (i) execution of the County PSA by both the County and Seller and delivery of same to Seller, and (ii) the opening of the escrow under the County PSA (“**County Escrow**”). Seller shall provide Buyer with a copy of the executed County PSA and notify Buyer of the date of the opening of the County Escrow.

**1.3 Buyer's Cooperation Covenant & Indemnity.** As additional consideration for accommodating Buyer's acquisition of the Property including, but not limited to, the Seller's execution of the County PSA, Buyer covenants and agrees to fully cooperate as needed or requested by Seller in order to facilitate all the requirements under the County PSA. This covenant shall supersede any conflicting provisions in this Agreement (including any timing issues between this Agreement and the County PSA). Buyer agrees to indemnify, defend and hold harmless the Seller and its directors, officers, agents' employees, affiliates and volunteers from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the County PSA and County Escrow unless solely caused by the gross negligence or willful misconduct of Seller. This indemnity shall survive termination of this Agreement.

**2. AGREEMENT CONSIDERATION; PAYMENT OF CONSIDERATION.**

**2.1 Agreement Consideration.** Buyer shall pay the following amounts as consideration for this Agreement ("Agreement Consideration"):

**a. Purchase Price.** The purchase price payable by Buyer to Seller for the Property is the total sum of Four Million Six Hundred Thousand Dollars (\$4,600,000) ("**Purchase Price**").

**b. Expense Reimbursement.** In addition to the Purchase Price as consideration for this Agreement, Buyer shall fully reimburse Seller for all costs incurred by Seller under the County PSA including, but not limited to, closing the County Escrow and all attorney fees incurred by Seller in connection with the County PSA and this Agreement ("**Expense Reimbursement**").

**2.2 Payment of Agreement Consideration.** The Agreement Consideration shall be paid as follows:

**(a) Deposit.** Within two (2) business days following the Effective Date of this Agreement, Buyer shall deliver to Golden State Escrow, at its office located at 1421-1 East Cooley Drive, Colton, CA 92324, Attn: Kellie Linderman ("**Escrow Holder**") an executed copy of this Agreement and in Good Funds (as defined below), the sum of Two Hundred Thirty Thousand Dollars (\$230,000) ("**Deposit**"). Upon Buyer's written request to Seller, Seller shall direct the deposit amount under the County PSA and County Escrow to be invested in interest bearing account in accordance with the County PSA with any interest earned thereon credited to Buyer under this Agreement.

If this Agreement has not terminated pursuant to Section 3.4 on or before the expiration of the Due Diligence Period (as that term is defined in Section 3.4), one-half (1/2) of the Deposit (being One Hundred Fifteen Thousand Dollars (\$115,000) ("**Due Diligence Deposit**")), shall become nonrefundable on the day following the expiration of the Due Diligence Period, subject only to Seller's performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions. If this Agreement has not terminated pursuant to the Section 6 on or before the expiration of the Entitlement Period (as that term is defined in Section 6), the remaining one-half (1/2) of the Deposit in the amount of One Hundred Fifteen Thousand Dollars (\$115,000) ("**Entitlement Period Deposit**") shall become

nonrefundable on the day following the expiration of the Entitlement Period, subject only to Seller's performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions.

All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

**(b) Release of Deposit into County Escrow.** Escrow Holder is specifically directed to promptly release the Deposit to be deposited into the County Escrow for the credit of Seller as the buyer under the County PSA. If the County PSA is terminated for any reason whereby Seller is entitled to the return of the Deposit (including any interest) from the County Escrow, such funds shall be redeposited into this Escrow and returned to Buyer pursuant to the terms of this Agreement.

**(c) Credit at Closing.** The Deposit shall be credited to the Agreement Consideration upon the Close of Escrow. If this Agreement has not terminated pursuant to Section 3.4 on or before the expiration of the Due Diligence Period (as that term is defined in Section 3.4), the Deposit shall become nonrefundable on the day following the expiration of the Due Diligence Period, subject only to Seller's performance of its obligations hereunder and the satisfaction of the Buyer Closing Conditions.

**(d) Balance of Agreement Consideration.** On the date that is two (2) days prior to the scheduled Closing Date, or such other time as is reasonably required (i) to facilitate the concurrent closing of the County Escrow, or (ii) by Escrow Holder in order to close the Escrow on the scheduled Closing Date, Buyer shall deposit the balance of the Agreement Consideration with Escrow Holder in Good Funds.

**(e) Independent Consideration.** Within five (5) days of the Effective Date, Buyer shall deliver to Seller the sum of One Hundred Dollars (\$100) ("**Independent Consideration**"), as consideration for Buyer's right to purchase the Property and to terminate this Agreement prior to the expiration of the Due Diligence Period and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is not applicable to the Agreement Consideration, is non-refundable and shall be retained by Seller notwithstanding any other provision of this Agreement.

**2.3 Buyer's Right to Enter into Sale Agreement for Remainder Parcel.** Buyer may enter into a purchase and sale agreement for the Remainder Property (as defined in Section 3.8) which may close concurrently with the Close of this Escrow ("**Remainder Parcel PSA**"). The Remainder Parcel shall be used for a recreational outdoor storage facility. Buyer shall remain solely responsible under this Agreement. However, at no cost or expense to Seller, Seller shall reasonably cooperate to facilitate the concurrent closing under the Remainder Parcel PSA with this Escrow.

### **3. DUE DILIGENCE REVIEW.**

**3.1 Inspections.** Buyer and its agents, contractors, consultants, employees, representatives, engineers, and designees (collectively, "**Buyer's Agents**") shall have reasonable access to the Property at all reasonable times until the expiration of the Due Diligence Period and the Entitlement Period (or earlier termination of this Agreement), during normal business hours, for the purpose of conducting tests and inspections of the Property, including surveys and architectural, engineering, geotechnical and environmental inspections and tests; provided, however, any intrusive or invasive investigations shall be subject to Seller's prior written consent. The "**Due Diligence Period**" shall mean the sooner of (i) eleven (11) month period following the Effective Date; or (ii) ten (10) business days shorter than the Due Diligence Period under the County PSA.

Within five (5) business days after receipt by Seller of the documents from the County under the due diligence obligations in the County PSA, Seller shall provide to Buyer, copies of any studies, surveys, plans, reports, environmental reports, test results, approvals and other entitlements relating to the Property actually in Seller's possession from County, if any. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to deliver to Buyer any documents, reports, presentations or similar items prepared for internal use by Seller or that are protected by the attorney-client privilege or that are otherwise subject to a confidentiality agreement.

All inspections of the Property shall be performed by Buyer at Buyer's sole cost and expense. As a condition to any such entry, inspection or testing, Buyer shall comply, and cause Buyer's Agents to comply, with the following in accordance with the County PSA: (a) coordinate its entries with Seller and the County so as not to disturb the operation of any business on the Property, including notification to Seller and County of the proposed date and purpose of the intended entry and submittal to Seller and County of the names and/or affiliations of the persons that will be entering the Property; (b) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property; (c) comply with all applicable laws and governmental regulations; (d) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed by or on behalf of Buyer and Buyer's Agents; (e) maintain or assure maintenance of workers' compensation insurance on all persons entering the Property in the amounts required by the State of California, which shall include a waiver by the insurer of any right to subrogation against Seller and County and their respective members, officers, employees and volunteers; (f) promptly repair any and all damage to the Property caused by Buyer or Buyer's Agents and return the Property to its original condition following Buyer's entry; and (g) provide to Seller and County prior to initial entry a certificate of insurance or other evidence satisfactory to Seller and County that Buyer has in force adequate liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) naming Seller and County as an additional insured, and a copy of such policy upon Seller's request. Any insurance or self-insurance maintained by Seller and County shall be in excess of this insurance and shall not contribute with it. The insurance policy shall be kept and maintained in force during the right of entry period and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer and Buyer's Agents.

Buyer agrees to indemnify, defend and hold harmless the Seller and County and their respective directors, officers, agents' employees, affiliates and volunteers from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Buyer and Buyer's Agents upon the Property or from Buyer's failure to comply with the conditions to Buyer's entry onto the Property provided for herein. Such indemnity shall survive the Close of Escrow or the termination of this Agreement for any reason. County shall be a third party beneficiary of this indemnity obligation.

All documents, reports, studies, records, financial data, computer records, memoranda, notes, analysis, and the like, provided by or through Seller to Buyer or third party reports obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit (collectively, the "**Property Documents**") shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Buyer acknowledges that neither Seller nor County has not made nor makes any warranty or representation regarding the truth, accuracy or completeness of the Property Documents or the source(s) thereof. Neither Seller nor County has undertaken any independent investigation as to the truth, accuracy or completeness of the Property Documents and any Property Documents it provides to Buyer are provided solely as an accommodation to Buyer and it is Buyer's responsibility to verify the accuracy and veracity of the Property Documents. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property Documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental and economic condition including the presence of Hazardous Materials, compliance or lack of compliance with any law, ordinance, order, permit or regulation or any other attribute or matter relating thereto.

**3.2 Survey.** Buyer may obtain, at Buyer's sole cost and expense, a survey of the Property ("**Survey**"). Buyer shall deliver same to Seller as soon as possible in order for Seller to submit same under the County PSA. Buyer shall deliver the Survey to the Title Company within forty-five (45) days of the Effective Date if Buyer wants to approve any additional title exceptions resulting from the Survey.

**3.3 Natural Hazard Disclosure.** Buyer and Seller hereby instruct Escrow Holder to order a natural hazard disclosure report from an affiliate of the Title Company ("**Natural Hazard Service**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of providing a Natural Hazard Disclosure Report for the Property with mandated natural hazard property disclosures. The written report prepared by the Natural Hazard Service regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purposes of this Agreement, the provisions of Civil Code Section 1103.4 regarding the non-liability of Seller for errors and/or omissions not within its personal knowledge shall be deemed to apply.

**3.4 Due Diligence Period; Termination Right.** Buyer shall have through the last day of the Due Diligence Period in which to examine, inspect, and investigate the Property Documents and all matters relating to the Property and Buyer's purchase thereof and, in Buyer's sole and

absolute judgment and discretion, determine whether the Property is acceptable to Buyer. If Buyer is not satisfied with any of the foregoing matters, Buyer may terminate this Agreement by giving written notice of termination to Seller and Escrow Holder ("**Due Diligence Termination Notice**") on or before the last day of the Due Diligence Period. In the event that Buyer fails to deliver Buyer's Due Diligence Termination Notice on or before the expiration of the Due Diligence Period, Buyer shall have *conclusively* been deemed to have approved its due diligence investigation of the Property and waived its right to terminate this Agreement pursuant to this Section 3.4. If Buyer timely elects to terminate this Agreement pursuant to this Section 3.4, then upon the concurrent termination of the County PSA and County Escrow and the release of the Deposit from the County Escrow, the Deposit shall be returned to Buyer and the parties shall have no further obligations hereunder except for obligations that expressly survive the termination hereof.

**3.5 Review of Title.** Within five (5) business days after Seller's receipt of the preliminary title report for the Property under the County PSA ("**County Title Report**"), Seller shall provide to Buyer the copy of the County Title Report and the underlying title documents disclosed therein (collectively, the "**Title Report**"), issued by First American Title Insurance Company ("**Title Company**"). On or before the date that is twenty (20) days after receipt of the Title Report ("**Buyer's Title Review Period**"), Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of any objections Buyer may have to title exceptions or other matters contained in the Preliminary Title Report ("**Title Objections**"). If Buyer does not give such notice by the expiration of Buyer's Title Review Period, such failure shall conclusively be deemed to be Buyer's approval of those matters. If Buyer does timely provide Buyer's Title Notice with Title Objections, Seller shall have thirty (30) days after receipt thereof to notify Buyer that Seller (a) will endeavor to cause or (b) elects not to cause any or all of the Title Objections disclosed therein to be removed or insured over by the Title Company in a manner reasonably satisfactory to Buyer. Seller's failure to notify Buyer within such thirty (30) day period as to any Title Objections that Seller is willing to endeavor to cure or cause to be insured over shall be deemed an election by Seller not to pursue such endeavor to remove or have the Title Company insure over such Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller shall not endeavor to remove nor have the Title Company insure over any or all of the Title Objections, Buyer shall have five (5) days after the expiration of Seller's ten (10) day period to respond to either (a) terminate this Agreement or (b) waive such Title Objections and proceed to Closing, without any reduction in the Purchase Price on account of such Title Objections. If Buyer does not give notice within said period, Buyer shall be deemed to have elected to waive the Title Objections pursuant to clause (b).

If Buyer receives any supplement to the Title Report disclosing any new materially adverse title matters not disclosed to Buyer prior to the expiration of the Buyer's Title Review Period, the foregoing right of review and approval shall also apply to said new matter; provided, however, the period for Buyer to deliver Buyer's Title Notice with respect to such new title matter shall be the later of (i) expiration of the Buyer's Title Review Period, or (ii) five (5) days from receipt of the supplemental title report and the underlying document(s) referenced therein; provided, that Buyer shall not have the right under this paragraph to make any objections with respect to any matter which would be disclosed by an accurate survey of the Property since Buyer is to satisfy itself as to all matters which would be disclosed by the Survey being delivered to the Title Company within the time period specified in Section 3.2.

Notwithstanding any of the foregoing time periods, the parties shall cooperate so that timely responses can be provided by Seller to the County under the County PSA.

**3.6 State of California Department of Transportation Right-of-Way Amendment.**

Buyer acknowledges that the County PSA provides that there is a Final Order of Condemnation to acquire a sixty-foot wide portion of property over APN 1119-241-01 for drainage purposes was filed on or about October 18, 2007, in favor of the State of California Department of Transportation (Caltrans) and is attached hereto as Exhibit "B" ("**FOC**"). The FOC conveyed this sixty-foot wide portion of property in fee instead of an easement and the Seller agrees to continue to work with Caltrans to amend the FOC to correct the easement. Once corrected, the amendment to the FOC ("**FOC Amendment**") will be recorded in the Official Records of San Bernardino County which will (i) convey the underlying fee portion of this Property to Buyer, and (ii) a sixty-foot wide drainage easement will immediately thereafter be conveyed to the City of Rialto for continued maintenance ("**City Drainage Easement**"). The Close of Escrow is contingent on the completion and recordation of the FOC Amendment followed by the City Drainage Easement.

**4. SITE DEVELOPMENT DISCLOSURE.** Buyer acknowledges that it is aware of the following disclosure as set forth in the County PSA:

(a) **Landfill.** The Property is located just south of the Mid-Valley Landfill Sanitary ("**Landfill**"), immediately south of Casmalia Street in Rialto, California. The County is mandated by the RWQCB to comply with provisions of California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 3, Article 1, Sections 20380 and 20430. As a result, the County has installed a groundwater treatment system that extends on to the Property to mitigate volatile organic compound impacts in groundwater. Within the boundaries of the property, the County's groundwater treatment system includes 9 groundwater reinjection wells that run in a generally east-west alignment near the northern portion of the Property. Each reinjection well is housed within a 2.5' x 4' vault at the ground surface, and each well is connected to a second 2.5' x 4' water-delivery control vault. The reinjection well vaults are approximately 200 feet apart, and the well housing vault and water-delivery control vaults are approximately 15 feet apart from one another. The 18 vaults (total) are interconnected by water conveyance pipeline and electrical wire and conduit.

County has also installed two groundwater monitoring wells on the Property. Monitoring well N-16 A/B/C was constructed near the southeastern limits of the property; well F-33A/B is located near the southwestern limits of the Property. Each well is housed within an approximately 2' x 2' at grade crusty box.

(b) **Reservation of Easement.** Buyer acknowledges and agrees that, under the County PSA, County will reserve a permanent easement ("**Reservation of Easement**") for ingress, egress, construction, reconstruction, installation, replacement, operation, sampling, maintenance, and monitoring of extraction and reinjection wells and a pipeline conveyance system and appurtenances and incidents thereto over, under and across the Property as set forth in the Grant Deed under the County PSA ("**County Grant Deed**") to allow County perpetual access to the groundwater system improvements for the purpose of complying

with CAO 98-96 and any subsequent orders, directives or other requirements issued by a court, regulatory agency or other governmental authority of competent jurisdiction.

(c) **Post-Closing Covenant.** Subsequent to the Close of the County Escrow, Buyer agrees to provide to County, no less than nine (9) months prior to Buyer's intended construction commencement date, Buyer's development plans ("**Plans**") and a written request to Seller ("**Request**") to re-profile the necessary groundwater extraction wells and ground water reinjection wells identified in the Reservation of Easement to match grade in conformance with Buyer's development plans ("**Work**"). The Plans shall contain sufficient detail and data to enable Seller to perform the Work. Seller will complete the Work at its sole cost and expense within nine (9) months of receipt from Buyer of the Plans and the Request. This Section 4.3 shall survive the Close of Escrow (as defined below) and shall not merge with the County Grant Deed recorded in connection with this transaction.

## 5. **ESCROW.**

**5.1 Opening of Escrow; Closing Date.** Closing of the sale of the Property shall take place through an escrow ("**Escrow**") to be established with the Escrow Holder referred to in Section 2.2(a). Escrow shall be deemed open upon delivery of a fully executed copy of this Agreement to Escrow Holder. Upon receipt of a fully executed copy of this Agreement, Escrow Holder shall execute the Escrow Holder's acceptance attached hereto and notify Seller and Buyer of the escrow number it assigns to the Escrow. The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than the date that is thirty (30) days following (i) the expiration of the Entitlement Period (as defined in Section 6), (ii) the recordation of the FOC Amendment and the City Drainage Easement, and (iii) the concurrent closing of the County Escrow, whichever shall occur last ("**Closing Date**"). The terms "**Close of Escrow**" and/or the "**Closing**" shall mean the consummation of the transactions contemplated by this Agreement to occur through the Escrow including Seller's conveyance of the Property to Buyer.

**5.2 Escrow Instructions.** This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail.

**5.3 Deliveries by Seller.** On or before 12:00 noon on the second (2<sup>nd</sup>) business day preceding the scheduled Closing Date, Seller shall deliver to Escrow Holder: (i) the Grant Deed in the form attached hereto as Exhibit "C", duly executed and acknowledged by Seller, (ii) a Certificate of Non-Foreign Status executed by Seller, (iii) an original of the Closing Statement described in Section 5.5, duly executed by Seller, (iv) Subdivision Documents (as defined in Section 6), if applicable; and (v) all other documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

**5.4 Deliveries by Buyer.** On or before 12:00 noon on the second (2<sup>nd</sup>) business day preceding the scheduled Closing Date, Buyer shall deliver to Escrow Holder: (i) the balance of the Agreement Consideration, (ii) the escrow costs and proration for which Buyer is responsible, (iii)

an original of the Closing Statement described in Section 5.5, duly executed by Buyer, and (iv) all other sums and documents reasonably required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

**5.5 Closing Statement.** No later than three (3) business days prior to the Closing Date, Escrow Holder shall prepare for approval by Buyer and Seller a closing statement (“**Closing Statement**”) on Escrow Holder’s standard form indicating, among other things, Escrow Holder’s estimate of all closing costs and prorations made pursuant to this Agreement. Escrow shall obtain a copy of the closing statement for the County Escrow and charge all costs allocated to Seller as buyer thereunder which shall be charged to Buyer under this Escrow.

**5.6 Closing, Recording and Disbursements.** On the Closing Date, and provided all of the Seller Conditions to Closing and Buyer Conditions to Closing set forth in Sections 5.10.1 and 4.10.2 of this Agreement have been satisfied or waived in writing by the appropriate party, Escrow Holder shall take the following actions:

(a) **Recording.** Escrow Holder shall cause the Grant Deed together with other documents to be recorded under this Agreement, including but not limited to, the FOC Amendment, the City Drainage Easement, Subdivision Documents, etc. to be recorded in the Official Records of San Bernardino County, California immediately following the recordation of the County Grant Deed.

(b) **Delivery of Documents and Funds.** Escrow Holder shall deliver to Buyer all of the items listed in Section 4.3 above which were delivered by Seller to Escrow, except that Escrow Holder shall be instructed to record the original Grant Deed in the Official Records upon Close of Escrow and concurrent closing of the County Escrow. Escrow Holder shall deliver the Purchase Price into the County Escrow, less the Deposit which has already been delivered to into the County Escrow. After Close of Escrow, Escrow Holder shall deliver to Seller with one (1) duplicate original of all of the items listed in Section 5.4 above on the Close of Escrow and a conformed copy of the Grant Deed.

**5.7 Taxes.** Real property taxes will be prorated between Seller and Buyer in Escrow to the same extent as proration occurs in the County Escrow with Buyer responsible for the payment of any amounts due or assessed against Seller in the County PSA. If current taxes have not yet been paid as of the Closing Date, then at Closing the County shall have paid same in the County Escrow and County is entitled to a refund under the County PSA, Buyer shall cooperate to ensure such amount is paid to County. Buyer understands and agrees that, under the County PSA, the County has retained the right, following close of escrow, to apply to the County Tax Collector for refund pursuant to Revenue and Taxation Code Section 5096.7.

**5.8 Payment of Costs.** Buyer shall pay for the premium for the an ALTA non-extended owner’s title policy referred to in Section 5.10.2(b), with the cost of any endorsements or extended coverage to be as set forth therein. Any recording fees for the documents to be recorded under this Agreement and the escrow fee of Escrow Holder shall be paid by Buyer. All other costs and expenses of Escrow of any kind shall be paid by Buyer. Buyer shall also be responsible to reimburse Seller for its attorneys’ fees and costs as part of the Expense Reimbursement specified in Section 2.1.b.

**5.9 Information Report.** Escrow Holder shall file and Seller and Buyer agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Seller and Buyer also agree that Seller and Buyer, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Seller nor Buyer shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

**5.10 Conditions to Close of Escrow.**

**5.10.1 Conditions to Seller’s Obligations.** In addition to any other condition set forth in this Agreement in favor of Seller, Seller shall have the right to condition its obligation to convey the Property to Buyer and close the Escrow upon the satisfaction, or written waiver by Seller, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**Seller Conditions to Closing**”):

(a) ***Delivery of Document and Funds.*** Buyer shall have timely executed and deposited into Escrow all escrow and closing documents required to be submitted by Buyer in order to accomplish the close of Escrow for the Property. Buyer shall have deposited with Escrow Holder the Agreement Consideration and all escrow and closing costs for this Agreement and all such amounts required to be paid by Seller as buyer under the County PSA and County Escrow.

(b) ***Representations and Warranties.*** All representations and warranties made by Buyer in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(c) ***No Default.*** Buyer shall not be in material default of any of its obligations under this Agreement and no event shall have occurred that would constitute a default with the giving of notice or the passage of time.

(d) ***Concurrent Closing of the County Escrow.*** The County Escrow must close concurrently with this Agreement with all documents to be recorded under the County Escrow to be recorded immediately preceding the recording of documents under this Escrow.

**5.10.2 Conditions to Buyer’s Obligations.** In addition to any other condition set forth in this Agreement in favor of Buyer, Buyer shall have the right to condition its obligation to purchase the Property and close the Escrow upon the satisfaction, or written

waiver by Buyer, of each of the following conditions precedent on the Closing Date or such earlier time as provided for herein (collectively, the “**Buyer Conditions to Closing**”):

(a) **Delivery of Documents.** Seller shall have executed and deposited into Escrow the Grant Deed and any other escrow and closing documents required to be submitted by Seller in order to accomplish the close of Escrow for the Property.

(b) **Title Policy.** The Title Company is unconditionally and irrevocably committed to issue to Buyer at Closing an ALTA non extended coverage owner’s title policy, or, upon Buyer’s request, an ALTA extended coverage owner’s policy of title insurance (provided Buyer shall be responsible for any survey costs associated therewith and Buyer must deliver an ALTA survey acceptable to the Title Company for the issuance of such extended coverage at least seven (7) business days prior to the Closing Date and Buyer shall be responsible for the additional cost of the extended coverage), insuring Buyer’s title to the Property in the amount of the Purchase Price, subject only to the following (collectively, the “**Approved Title Exceptions**”): (i) the standard exceptions and exclusions from coverage contained in such form of the policy; (ii) real estate taxes not yet due and payable; (iii) matters created by, through or under Buyer; (iv) items disclosed by the Survey and Title Report (including any supplements) and approved or deemed approved by Buyer pursuant to the title review provisions in Section 3.5, or, if Buyer fails to obtain the Survey, items which would be disclosed by an accurate, updated survey of the Property or a physical inspection of the Property; (v) Reservation of Easement; (vi) the FOC Amendment and City Drainage Easement; and (vii) any Title Objections that neither Seller nor the Title Company has agreed to remove from title or insure over (“**Title Policy**”). The issuance of an ALTA extended coverage policy shall not be a condition precedent to Buyer’s obligation to close the Escrow, and Buyer shall not object to the Closing based upon an inability to obtain, or any delays in obtaining, such coverage. In addition, and without limiting the foregoing, the issuance of any particular title endorsements requested by Buyer, at Buyer’s sole cost and expense, shall not be a condition precedent to Buyer’s obligation to close this Escrow and Buyer acknowledges that Buyer is solely responsible for ascertaining the availability of any such endorsements prior to the end of the Due Diligence Period. If endorsements are required to cure defects in title and Buyer has requested such endorsements as a means of curing such title defects, then Buyer shall pay for such endorsements

(c) **Condition.** At Close of Escrow, possession of the Property shall be delivered to Buyer with all tenants of the Property having vacated their leased spaces clear of all furniture, trash and debris.

(d) **Representations and Warranties.** All representations and warranties made by Seller in this Agreement are true and correct in all material respects as of the Closing as though made at that time.

(e) **No Default.** Seller shall not be in material default of any of its obligations under this Agreement (and shall not have received notice of a default hereunder which has not been cured).

**5.10.3. Satisfaction of Conditions.** Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each party shall use its diligent efforts, in good faith, and at its own cost, to satisfy such condition.

**5.10.4. Waiver.** Seller may at any time or times, at its election, waive any of the Seller Conditions to Closing set forth in Section 5.10.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in writing signed by Seller and delivered to Buyer. Buyer may at any time or times, at its election, waive any of the Buyer Conditions to Closing set forth in Section 5.10.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller.

**5.10.5. Termination.** In the event each of the Seller Conditions to Closing set forth in Section 5.10.1 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Seller pursuant to Section 5.10.4, and provided Seller is not in default of this Agreement, Seller may at its option terminate this Agreement and the Escrow opened hereunder. In the event that each of the Buyer Conditions to Closing set forth in Section 5.10.2 is not fulfilled on the Closing Date or such earlier time period as provided for herein or waived by Buyer pursuant to Section 5.10.4, and provided Buyer is not in default of this Agreement, Buyer may at its option terminate this Agreement and the Escrow opened hereunder or to pursue all available remedies including but not limited to an action for specific performance. No termination under this Agreement shall release either party then in default from liability for such default except to the extent of the liquidated damage provision in Section 9.2. In the event this Agreement is terminated, all documents and funds delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and, subject to Seller's retention of the Deposit in accordance with Section 9.2 in the event of a Buyer default, all documents and funds delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer.

## **6. PROCESSING OF ENTITLEMENTS.**

**6.1. Buyer's Obligation to Process Entitlements.** During Entitlement Period (as defined below), Buyer shall promptly submit and diligently prosecute entitlement applications to the City for its development of a heavy metal recycling center. If Buyer breaches this obligation, Seller shall have the right, but not the obligation, to terminate this Agreement upon written notice to Buyer.

**6.2. Entitlements.** Seller covenants and agrees that Seller will reasonably cooperate with Buyer in connection with the processing by Buyer of the Entitlements (defined below) deemed necessary by Buyer for the development of the Property during Escrow. Seller acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable Buyer to process its Entitlements. Such Entitlements to be processed by Buyer shall include as applicable, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report, associated development permits and related permits, agreements and approvals requested from the City of Rialto or any other governmental agency having jurisdiction over the Property as Buyer may determine to be necessary or helpful to enable Buyer to develop the Property

in accordance with its development plans and in a manner permitting construction and operation on the Property consistent with Buyer's development and use plans (collectively "**Entitlements**"). Such cooperation shall include facilitating Buyer in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Rialto or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by Buyer, and providing Buyer and Buyer's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that Seller will cooperate with Buyer and participate in such meetings if the City of Rialto or other governmental agencies require the owner of the Property to be in attendance at such meetings. However, notwithstanding any to the contrary in this Agreement, Seller which is the City is not in any way waiving its discretionary authority. To the extent such attendance is required, Buyer will use reasonable efforts to provide Seller with advance notice and to schedule such meetings at a time which is reasonably acceptable to Seller. Upon submittal of any such applications, permits, deeds or maps to Seller, Seller shall, no later than fifteen (15) days after delivery of such documents, deliver the same to Buyer. Any subdivision documents finalized as an Entitlement shall be recorded concurrently with Close of Escrow ("**Subdivision Documents**").

**6.3. Entitlement Period.** Buyer shall in good faith diligently make all reasonable efforts to obtain Entitlements within the eleven (11) month period following the Opening of Escrow, as such period may be extended for an additional six (6) months by Buyer pursuant to Section 6.4 ("**Entitlement Period**"). Notwithstanding any other provision of this Agreement, if at the end of the 17<sup>th</sup> month following the Opening of Escrow, the Entitlements have been issued but the statute of limitations for challenge of any of such Entitlements has not run, the "**Entitlement Period**" shall, at the written election of the Buyer, be extended for an additional ninety (90) days. If Buyer is not otherwise in default or in breach of this Agreement, if Buyer should fail to obtain such Entitlements within the Entitlement Period for any reason or if such Entitlements are issued but are not final by the end of such Entitlement Period, Buyer, at its option, may: (i) cancel Escrow and receive a full refund of Entitlement Period Deposit together with any accrued interest thereon, or (ii) extend the Entitlement Period in accordance with Section 6.4 below.

**6.4. Extension of Entitlement Period.** The Buyer may extend the Entitlement Period for an additional six (6) month period after the initial twelve month period (to a date that is eighteen months (18) months following the Opening of Escrow) in exchange for the Buyer's one-time payment of Two Hundred Thirty Thousand Dollars (\$230,000) ("**Entitlement Extension Deposit**") which amount will be paid directly to Seller and shall be deemed added to the Deposit in the Escrow. If Buyer elects to extend the Entitlement Period for the additional six (6) month period, Buyer shall deliver written notice of the exercise of the extension ("**Extension Exercise Notice**") together with the Entitlement Extension Deposit paid directly to Seller (with a copy of the Extension Exercise Notice to Escrow Holder) prior to the last day of original 11-month Entitlement Period and such Extension Exercise Deposit will be non-refundable, but shall be applied toward the Purchase Price.

**6.5. Subdivision of Property.** During the Entitlement Period, Buyer shall commence and Seller shall cooperate with the process to subdivide the Property into two (2) legal parcels: (i) the easterly 6 acres as a parcel ("**Primary Parcel**"); and (ii) the remaining 7.22 acres as a parcel

("Remainder Parcel"). Documents evidencing the subdivision shall be recorded at Close of Escrow ("Subdivision Documents"). Buyer shall cooperate with Seller with respect to the subdivision as well as any required amendment to this Agreement and the documents to be recorded at the Closing. Buyer shall reimburse Seller for the costs of the subdivision including any amounts required to be paid by Seller to the County for same under the County PSA.

7. **REPRESENTATIONS AND WARRANTIES.**

7.1 **Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties to Buyer, each of which is material and relied upon by Buyer in making its determination to enter into this Agreement:

(a) Seller's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Seller is a party or by which it is bound.

(b) To the best of Seller's actual knowledge without any duty of investigation or inquiry, and solely based on the information provided by County under the County PSA, there are no pending, actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against the Property.

(c) Except as disclosed to Seller in accordance with the County PSA, Seller has not received any notices and has no actual knowledge, without any duty of investigation or inquiry and solely based on the information provided by County under the County PSA, of any violation of any laws, ordinances, rules, regulations or requirements of any governmental agency, body or subdivision affecting or relating to the Property.

7.2 **Buyer's Representations and Warranties.** Buyer hereby makes the following representations and warranties to Seller, each of which is material and relied upon by Seller in making its determination to enter into this Agreement:

(a) Buyer has the full right, power and lawful authority to purchase and accept the Property and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by Buyer has been fully authorized by all requisite actions on the part of Buyer.

(b) Buyer's execution, delivery and performance of its obligations under this Agreement does not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

(c) Buyer is not the subject of a current or pending bankruptcy proceeding.

(d) Buyer has had an opportunity to request, receive and review an executed copy of the County PSA and any related documents.

**8. AS-IS SALE; RELEASE OF SELLER AS TO PROPERTY CONDITION.**

Buyer acknowledges that it will be given an adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period. Since Seller is only acting as an accommodator to Buyer's acquisition of the Property, Seller makes no representation or warranty of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to Buyer's proposed use or development of the Property. Buyer shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent inspection. Buyer acknowledges and agrees that the purchase of the Property will be on the basis of Buyer's own investigation of the physical and environmental condition of the Property, including subsurface conditions, and Buyer's investigation of the status of zoning, maps and all other matters relating to entitlements. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, environmental contamination, the purpose to which the property is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind. Buyer agrees that Seller shall have no responsibility for any patent or latent defect or physical or environmental condition of the Property, whether or not known or discovered, and Buyer accepts all such responsibility. The Property is being transferred and sold "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by Seller, by operation of law, or otherwise except as otherwise expressly provided in this Agreement. Seller expressly disclaims, which Buyer hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability, or fitness for a particular purpose or use.

Except for claims for a breach of the representations and warranties of Seller provided in this Agreement, Buyer for itself and on behalf of each of its successors (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge Seller, County and their respective officers, officials, employees, agents, and representatives (collectively, the "Releasees") or any of them, from and against any and all claims, damages, losses, costs, liabilities, fees or expenses, of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of Hazardous Materials in, on, about or under the Property. Buyer acknowledges that it is assuming the risk of such unknown and unanticipated claims and agrees that this release applies thereto, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”**

**Buyer's Initials:** 

As used in this Agreement, the following terms shall have the meaning ascribed below:

**“Environmental Law”** shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, and rules, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (a) the manufacture, processing, distribution, presence, release, generation, use, handling, assessment, investigation, study, monitoring, removal, remediation, cleanup, treatment, storage, transportation or disposal of Hazardous Materials; (b) air, soil, surface, subsurface, surface water and groundwater; (c) the operation and closure of underground storage tanks; (d) health and safety of employees and other persons; and (e) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (a) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended (“CERCLA”); (b) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended (“RCRA”); (c) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (d) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (e) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (f) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (g) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (h) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (i) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (j) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (k) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

**“Hazardous Material(s)”** includes, without limitation, any hazardous or toxic material, substance, irritant, chemical, or waste, including without limitation (a) any material defined, classified, designated, listed or otherwise considered under any Environmental Law, including, without limitation, as defined in California Health & Safety Code Section 25260, as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous waste,” “acutely hazardous waste,” “radioactive waste,” “biohazardous waste,” “pollutant,” “toxic pollutant,” “contaminant,” “restricted hazardous waste,” “infectious waste,” “toxic substance,” or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (b) any material, substance or waste which is toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local governmental authority,

any agency of the State of California or any agency of the United States Government, (c) asbestos, and asbestos containing material, (d) oil, petroleum, petroleum based products and petroleum additives and derived substances, (e) urea formaldehyde foam insulation, (f) polychlorinated biphenyls (PCBs), (g) freon and other chlorofluorocarbons, (h) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (i) mold, fungi, viruses or bacterial matter, and (j) lead-based paint.

## **9. DEFAULTS.**

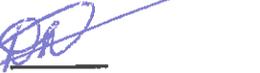
**9.1 Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on Buyer's rights to recover monetary damages against Seller set forth in the final clause of this sentence and subject to the restriction on Seller's rights to recover monetary damages against Buyer set forth in Section 9.2), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall Buyer be entitled to obtain monetary damages of any kind from Seller, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind.

**9.2 Deposit; Liquidated Damages Remedy.** The Deposit delivered to Seller by Buyer in accordance with Section 2.2 of this Agreement shall constitute security for the performance of the obligations of Buyer to be performed pursuant to this Agreement and its retention by Seller as liquidated damages in accordance with this Section 9.2 in the event Escrow does not close as a result of a default by Buyer under this Agreement.

**LIQUIDATED DAMAGES. IF THE CLOSE OF ESCROW FOR THE PROPERTY DOES NOT OCCUR BECAUSE OF A DEFAULT OF BUYER UNDER THIS AGREEMENT, THEN AND IN SUCH EVENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER, HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DUE DILIGENCE PERIOD DEPOSIT, TOGETHER WITH ANY INTEREST THEREON, (PLUS THE ENTITLEMENT EXTENSION DEPOSIT (IF APPLICABLE)) ("FORFEITABLE DEPOSIT") SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND TO RETAIN THE FORFEITABLE DEPOSIT PLUS ANY INTEREST THEREON AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE REMEDY AGAINST BUYER; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO NOR LIMIT SELLER'S RECOVERY AGAINST BUYER WITH RESPECT TO (A) ALL OF BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (B) SELLER'S RIGHT TO RECOVER ATTORNEYS' FEES AND COSTS AS PROVIDED FOR IN THIS AGREEMENT AND/OR (C) IN THE EVENT THAT BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE**

SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEY'S FEES INCURRED BY SELLER WITH RESPECT TO THOSE DAMAGES, IF ANY, WHICH MAY BE INCURRED BY SELLER BY REASON OF THE CLOUD ON TITLE TO THE PROPERTY WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. SELLER AND BUYER HAVE BOTH PLACED THEIR INITIALS IN THE SPACES BELOW TO INDICATE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THIS LIQUIDATED DAMAGES PROVISION.

Buyer's Initials: 

Seller's Initials: 

**9.3 Rights and Remedies are Cumulative.** Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.4 Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

## 10. MISCELLANEOUS.

**10.1 Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) reliable courier service that provides a receipt showing date and time of delivery, including federal express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To Buyer: Arrow United Investment, LLC.  
18472 E. Colima Road Suite 205  
Rowland Heights, CA 91748  
Attn: \_\_\_\_\_

To Seller: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attention: City Manager

With Copy to: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attention: City Attorney

Each notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement and their respective successors and assigns shall have the right from time to time, and at any time during the term of this Agreement, to change their respective addresses.

**10.2 Relationship Between Seller and Buyer.** It is hereby acknowledged that the relationship between Seller and Buyer is not that of a partnership or joint venture and that Seller and Buyer shall not be deemed or construed for any purpose to be the agent of the other.

**10.3 Attorneys' Fees.** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Section 3.1 ("**Inspections**") and Section 10.10 ("**Real Estate Brokerage Commission**") as well as the obligation to reimburse Seller under Section 1.3.

**10.4 Successors and Assigns; Assignment.** This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer may assign Buyer's rights under this Agreement to a Buyer Affiliate without the prior written consent of Seller; provided, however, that Buyer must provide written notice to Seller and Escrow Holder five (5) business days prior to Closing. In the event Buyer assigns its rights under this Agreement to a Buyer Affiliate as provided in this Section 10.4, Buyer and such assignee shall execute and deliver an assignment of this Agreement in a form approved by Seller. Any subsequent assignment may be made only with the prior written consent of Seller. Any assignment of this Agreement in violation of the foregoing provisions shall be null and void. For purposes of this Agreement, "**Buyer Affiliate**" means any entity that is controlled by Buyer (as a manager, member, general partner, or other similar capacity) and in which Buyer owns a substantial economic interest. Buyer shall not be released and discharged from any liability or obligations under this Agreement on account of such assignment.

**10.5 Entire Agreement, Waivers, and Amendments.** This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

**10.6 Prohibited Persons and Transactions.** Buyer represents to Seller that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and

Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

**10.7 Computation of Time.** In the event that the day on which a party is required to take any action under the terms of this Agreement is a holiday, Saturday or Sunday, such action shall be taken on the next succeeding business day. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code.

**10.8 Interpretation; Governing Law.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto but also in accordance with the intent specified in Section 1.3 that Seller is acting only as an accommodator for the sale of the Property to Buyer and should not be liable for any costs or expenses involved with the acquisition of the Property under the County PSA. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

**10.9 Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

**10.10 Real Estate Brokerage Commission.** Each party represents and warrants that, neither party has retained any brokers or finders to represent its interests in connection with this transaction. Except as provided above, each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

**10.11 Authority.** Buyer represents that each individual executing this Agreement on behalf of Buyer is duly authorized to execute and deliver this Agreement on behalf of Buyer, in accordance with a duly adopted resolution in accordance with its formation documents, and that this Agreement is binding upon Buyer in accordance with its terms.

**10.12 Execution in Counterpart.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

**10.13 Exhibits.** Exhibits "A", "B" and "C" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Attachments are identified as follows:

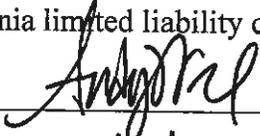
Exhibit "A"	Legal Description of Property
Exhibit "B"	Final Order of Condemnation (FOC)
Exhibit "C"	Grand Deed

IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the date first set forth above.

**REMINDER: SECTIONS 8 AND 9.2 NEED TO BE INITIALED.**

**BUYER:**

ARROW UNITED INVESTMENTS, LLC,  
a California limited liability company

By: 

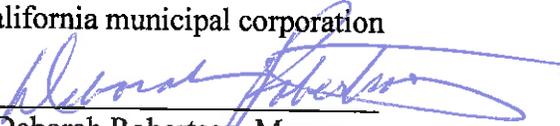
Its: president

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

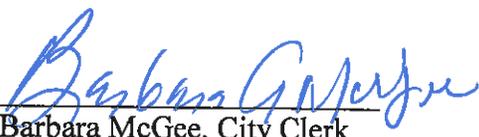
CITY OF RIALTO,  
a California municipal corporation

By: 

Deborah Robertson, Mayor

Dated: 9/29/, 2016

**ATTEST:**

  
Barbara McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLC

By: 

Fred Galante, City Attorney

**ACCEPTANCE BY ESCROW HOLDER**

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. The escrow number assigned for this Agreement is: \_\_\_\_\_

GOLDEN STATE ESCROW COMPANY,  
a California corporation  
BOC License Number: \_\_\_\_\_

\_\_\_\_\_, 2016

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description of Property**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CASMALIA PROPERTY (REMAINDER PARCEL)**

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, OCTOBER 14, 1875;

SAID PORTION LYING NORTHERLY OF ROUTE 210 AND SOUTHERLY OF CASMALIA STREET AS SHOWN ON COUNTY SURVEYOR'S PLAT 10100-1 THROUGH 5 RECORDED MARCH 24<sup>TH</sup>, 2011 IN THE OFFICE OF THE SAN BERNARDINO COUNTY SURVEYOR;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29;**

**THENCE NORTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) NORTH 00°22'35" WEST A DISTANCE OF 379.29 FEET TO THE NORTH RIGHT OF WAY LINE OF ROUTE 210, POINT ALSO BEING THE NORTH RIGHT OF WAY OF CACTUS CHANNEL AND THE TRUE POINT OF BEGINNING;**

**THENCE ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 89°45'37" EAST A DISTANCE OF 828.37 FEET;**

**THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 84°14'53" EAST A DISTANCE OF 558.46 FEET;**

**THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 78°13'56" EAST A DISTANCE OF 1000.53 FEET;**

**THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 85°24'38" EAST A DISTANCE OF 218.09 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;**

**THENCE NORTH 46°25'25" EAST A DISTANCE OF 27.16 FEET, TO AN ANGLE POINT IN THE WESTERLY RIGHT OF WAY OF ALDER AVENUE, BEING VARIED IN HALF WIDTH;**

**THENCE ALONG THE WESTERLY RIGHT OF WAY OF ALDER AVENUE NORTH 00°25'17" WEST A DISTANCE OF 247.54 FEET, TO AN ANGLE POINT IN SAID RIGHT OF WAY;**

**THENCE NORTH 47°58'30" WEST A DISTANCE OF 67.03 FEET, TO AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET, BEING VARIED IN HALF WIDTH;**

**THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 77°57'27" WEST A DISTANCE OF 318.68 FEET;**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CASMALIA PROPERTY (REMAINDER PARCEL)**

**THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 74°02'59" WEST A DISTANCE OF 905.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1684.57 FEET;**

**THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°14'49" A DISTANCE OF 330.67 FEET;**

**THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 85°17'48" WEST A DISTANCE OF 414.32 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 9887.41 FEET;**

**THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°39'13" A DISTANCE OF 630.51 FEET TO THE CENTER OF SECTION LINE, AND PLAMETTO AVENUE (VACATED);**

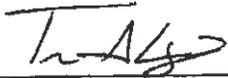
**THENCE SOUTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) SOUTH 00°22'35" EAST A DISTANCE OF 151.87 FEET TO THE NORTH RIGHT OF WAY LINE OF CACTUS CHANNEL AND THE TRUE POINT OF BEGINNING;**

**SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;**

**CONTAINING A TOTAL AREA OF 13.22 ACRES MORE OR LESS;**

**AS SHOWN ON EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF.**

**THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.**

BY:  9/9/2016  
TREVOR A. LEJA, PLS 8869 DATED  
DEPUTY COUNTY SURVEYOR

Job No. JL 11444
Prepared by: T.A.L. 9/09/16



**EXHIBIT "B"**  
**Final Order of Condemnation**

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

S. Caldwell

AND WHEN RECORDED MAIL TO:

S. Caldwell

464 W. 4th St

San Bernardino, CA

92401

Recorded in Official Records, County of San Bernardino



LARRY WALKER  
Auditor/Controller - Recorder

P Counter

Doc#: 2008-0426940



9/22/2008

3:57 PM

MP

<b>Titles:</b>	1	<b>Pages:</b>	20
Fees			0.00
Taxes			0.00
Other			0.00
<b>PAID</b>			<b>\$0.00</b>

SPACE ABOVE FOR RECORDER'S USE ONLY

Final order of Condemnation

Title of Document

THIS AREA FOR  
RECORDER'S  
USE ONLY

Exempt per Govt. Code 6103

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

ORIGINAL

EXEMPT PER GOVT. CODE 6103

1 BRUCE A. BEHRENS, Chief Counsel  
2 LINDA COHEN HARREL, Deputy Chief Counsel  
3 STEPHEN M. CHASE, Assistant Chief Counsel  
4 ALEXANDER D. DeVORKIN, Assistant Chief Counsel  
5 CAROL QUAN, Assistant Chief Counsel  
6 WILLIAM H. RITTENBURG, Assistant Chief Counsel  
7 100 South Main Street, Suite 1300  
8 Los Angeles, California 90012  
9 Telephone: (213) 687-6000  
10 Facsimile: (213) 687-8300

FILED  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 18 2007

By [Signature] Deputy

11 LISA A. BRAHAM, Deputy Attorney, Bar Number 145492  
12 Attorneys for Plaintiff, The People of the State of California,  
13 acting by and through the Department of Transportation

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF ~~LOS ANGELES~~ <sup>SAN BERNARDINO</sup>

11 THE PEOPLE OF THE STATE OF  
12 CALIFORNIA, acting by and through  
13 the Department of Transportation,

Case Numbers ~~SCVSS 095937 and~~  
SCVSS 087317 (MF)

Parcels: 15460-1,-2 and 15461-1 through 11

14 Plaintiff,

15 -vs-

FINAL ORDER OF CONDEMNATION

17 COUNTY OF SAN BERNARDINO, a  
18 Body Corporate and Politic of State of  
19 California; INLAND EMPIRE SOLID  
20 WASTE FINANCING AUTHORITY;  
21 U.S. TRUST COMPANY, NATIONAL  
22 ASSOCIATION, a National Banking  
23 Association; DOE ONE to DOE  
24 TWENTY, Inclusive

Honorable Donald Alvares  
Department S6

25 Defendant.

26 1.

27 It appearing to the Court that plaintiff has satisfied its obligation and has satisfied the  
28 Judgment in Condemnation entered on August 9, 2006, in this proceeding; and

2. .

It further appearing to the court that possession was taken by plaintiff on March 1, 2003,  
all taxes, penalties and costs which are a lien on said parcels and which are apportioned to that

1 portion of the fiscal year after said date are hereby canceled pursuant to Sections 5081, et seq.  
2 of the Revenue and Taxation Code.

3 3.

4 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that  
5 the real property situated in the County of San Bernardino, State of California, and more  
6 particularly described as follows, be condemned to plaintiff, for State freeway purposes as  
7 described:

8  
9 08-SBd-210- R25.2(KP)

10 #15461

11 PARCEL NO. 15461-1

12 For Freeway purposes that portion of the southeast quarter of Section 29, Township 1 North,  
13 Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of  
14 California, according to United States Government Township Plat thereof, approved by the Surveyor  
15 General, October 14, 1875, more particularly described as follows:

16 Commencing at the south quarter corner of the said section 29, said quarter corner being also  
17 the intersection of the centerline of Palmetto Avenue with the centerline of Highland Avenue; thence  
18 North 00°22'22" West, 9.143 meters along the centerline of Palmetto Avenue to the TRUE POINT OF  
19 BEGINNING; thence continuing North 00°22'22" West, 2.247 meters; thence North 89°41'46" East,  
20 182.705 meters, to the beginning of a tangent curve, concave southerly, having a radius of 565.200  
21 meters, thence southeasterly along said curve 50.358 meters through a central angle of 05°06'18";  
22 thence departing from said curve, South 89°41'42" West, 232.994 meters to the POINT OF BEGINNING.

23 The bearings and distances used in the above description are based on the California  
24 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level  
25 distances.

PARCEL NO. 15461-2

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly described as follows:

COMMENCING at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North  $00^{\circ} 22' 22''$  West, 7.614 meters along said westerly line to the TRUE POINT OF BEGINNING; thence North  $00^{\circ} 22' 22''$  West, 80.538 meters continuing along said westerly line; thence North  $89^{\circ} 46' 01''$  East, 160.511 meters to the beginning of a curve concave northwesterly and having a radius of 2003.952 meters; thence northeasterly 459.762 meters along the arc of said curve through a central angle of  $13^{\circ} 08' 43''$ ; thence North  $76^{\circ} 37' 18''$  East, 55.425 meters to the beginning of a curve concave southeasterly and having a radius of 496.048 meters; thence northeasterly 93.267 meters along the arc of said curve through a central angle of  $10^{\circ} 46' 22''$  to a non-tangent line; thence North  $46^{\circ} 22' 44''$  East, 41.852 meters; thence North  $89^{\circ} 40' 39''$  East, 2.033 meters to a point on the westerly line of the easterly 60.00 feet of said Section 29, said easterly 60.00 feet being also " Parcel No. 1" as conveyed to the City of Rialto by deed recorded on September 1, 1998 as Instrument No. 19980373803 in the office of the County Recorder of said county; thence South  $00^{\circ} 19' 21''$  East, 193.592 meters along said last mentioned westerly line to said northerly line of Highland Avenue; thence South  $89^{\circ} 41' 42''$  West, 401.720 meters along said northerly line; thence North  $84^{\circ} 24' 46''$  West, 4.022 meters; thence North  $84^{\circ} 01' 10''$  West, 62.086 meters; thence South  $89^{\circ} 46' 44''$  West, 284.832 meters to the beginning of a curve concave southerly and having a radius of 11,957.862 meters; thence westerly 42.790 meters along the arc of said curve through a central angle of  $00^{\circ} 12' 18''$  to the TRUE POINT OF BEGINNING.

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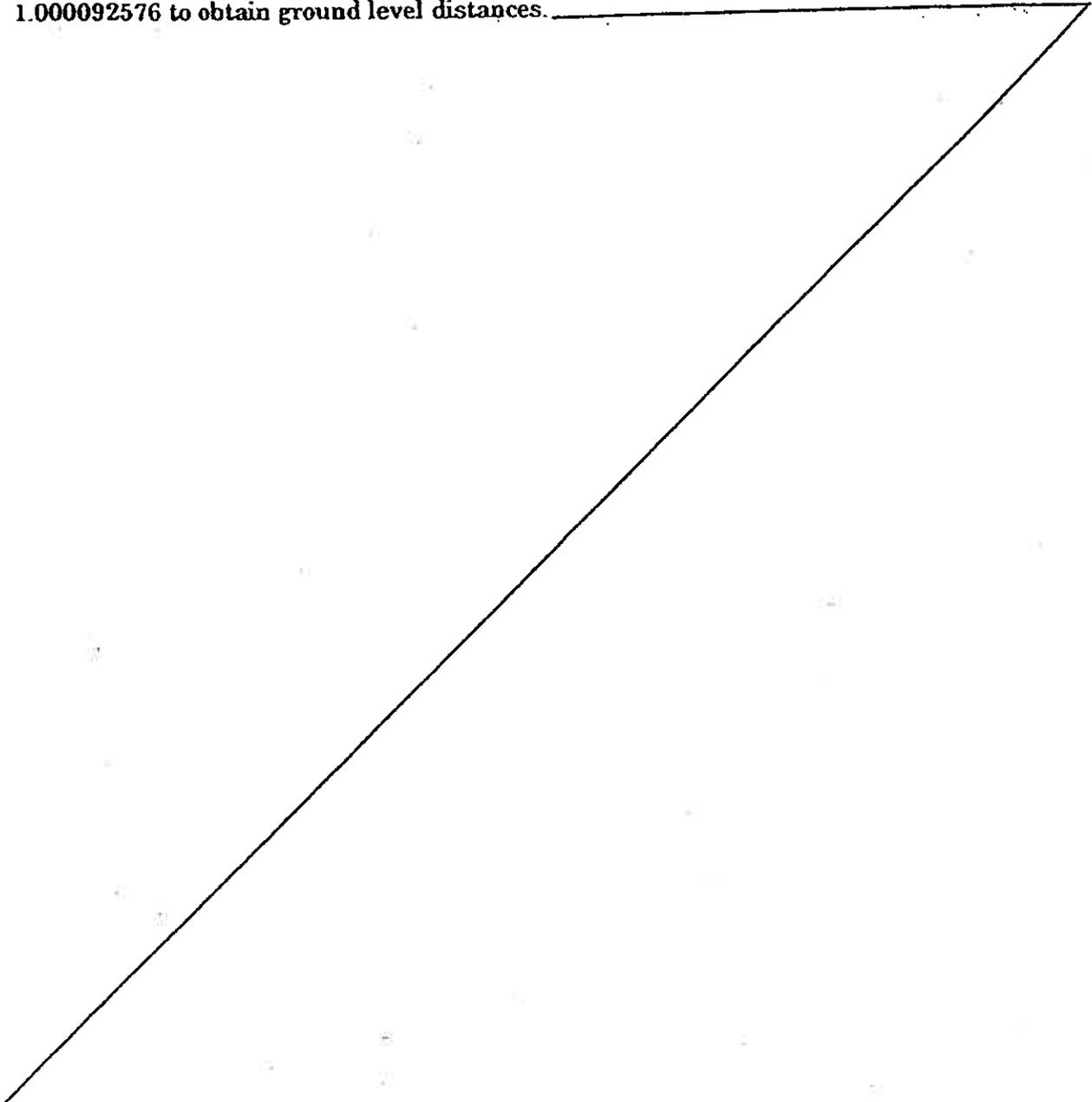
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PARCEL NO. 15461-2

(Cont.)

TOGETHER with fee interest, if any, appurtenant to the above-described property in and to the adjoining public way.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



PARCEL NO. 15461-3

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly described as follows:

Commencing at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 88.152 meters along said westerly line to the TRUE POINT OF BEGINNING; thence North 00°22'22" West, 18.303 meters continuing along said westerly line; thence North 89°45'50" East, 252.463 meters; thence North 84°15'03" East, 170.203 meters; thence North 78°14'05" East, 304.924 meters; thence North 85°21'29" East, 66.493 meters; thence South 46°22'43" West, 33.572 meters to the beginning of a non-tangent curve concave southeasterly and having a radius of 496.048, a radial line through said curve bears North 02°36'20" West ; thence southwesterly 93.267 meters along the arc of said curve through a central angle of 10°46'22"; thence South 76°37'18" West, 55.425 meters to the beginning of a curve concave northwesterly and having a radius of 2003.952 meters; thence southwesterly 459.762 meters along the arc of said curve through a central angle of 13°08'43"; thence South 89°46'01" West, 160.511 meters to the TRUE POINT OF BEGINNING.

TOGETHER with fee interest, if any, appurtenant to the above-described property in and to the adjoining public way.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.

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PARCEL NO. 15461-4

For state highway purposes that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, included with in a strip of land, 3.000 meters wide, the southerly line of said strip being described as follows:

COMMENCING at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue, 60.00 feet wide; thence North  $00^{\circ}22'22''$  West, 152.780 meters along said westerly line to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}22'22''$  West, 26.824 meters continuing along said westerly line to a point on a non-tangent curve concave northwesterly and having a radius of 2986.589 meters, a radial line through said curve bears North  $01^{\circ}03'19''$  West; thence northeasterly 190.161 meters along the arc of said curve through a central angle of  $03^{\circ}38'53''$ ; thence North  $85^{\circ}17'48''$  East, 126.302 meters to the beginning of a curve concave northwesterly and having a radius of 486.589 meters; thence northeasterly 95.516 meters along the arc of said curve through a central angle of  $11^{\circ}14'49''$ ; thence North  $74^{\circ}02'59''$  East, 217.173 meters; thence North  $71^{\circ}06'17''$  East, 50.314 meters to the beginning of a non-tangent curve concave southeasterly and having a radius of 369.413 meters, a radial line of said curve bears North  $23^{\circ}44'49''$  West; thence northeasterly 119.676 meters along the arc of said curve through a central angle of  $18^{\circ}33'42''$ ; thence North  $42^{\circ}29'49''$  East, 14.436 meters; thence North  $00^{\circ}44'40''$  West, 83.641 meters; thence North  $89^{\circ}40'39''$  East, 3.831 meters to the westerly line of the easterly 60.00 feet of said Section 29, said easterly 60.00 feet being also the boundary line of "Parcel No. 1" as conveyed to the City of Rialto by deed recorded on September 1, 1998 as Instrument No. 19980373803 in the office of the County Recorder of said county; thence South  $00^{\circ}19'21''$  East, 218.821 meters along said

(Continued)

PARCEL NO. 15461-4

(Cont.)

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3 last said westerly line; thence South 89°40'39" West, 2.033 meters; thence course  
4 "A", North 00°25'14" West, 75.445 meters; thence course "B", North 47°58'27" West,  
5 20.430 meters; thence course "C", South 77°57'30" West, 34.407 meters; thence  
6 continuing South 77°57'30" West, 62.670 meters; thence South 74°02'59" West,  
7 276.074 meters to the beginning of a curve concave northwesterly and having a  
8 radius of 513.411 meters; thence southwesterly 100.781 meters along said curve  
9 through a central angle of 11°14'49"; thence South 85°17'48" West, 126.302 meters  
10 to the beginning of a curve concave northwesterly and having a radius of 3013.411  
11 meters; thence southwesterly 192.188 meters along said curve through a central  
12 angle of 03°39'15" to the TRUE POINT OF BEGINNING.

13 TOGETHER with underlying fee interest, if any, appurtenant to the  
14 above-described property in and to the adjoining public way (Alder Avenue).

15 This conveyance is made for the purposes of a freeway and adjacent  
16 frontage road and the grantor hereby releases and relinquishes to the grantee any  
17 and all abutter's rights including access rights, appurtenant to grantor's remaining  
18 property, in and to said freeway, provided, however, that such remaining property  
19 shall abut upon and have access as hereinafter provided to said frontage road  
20 which will be connected to the freeway only at such points as may be established  
21 by public authority. The right of access to the adjoining public way and said  
22 frontage road is expressly prohibited along aforementioned courses A, B, and C.

23 The bearings and distances used in the above description are based on  
24 the California Coordinate System of 1983, Zone 5. Multiply distances shown by  
25 1.000092576 to obtain ground level distances.

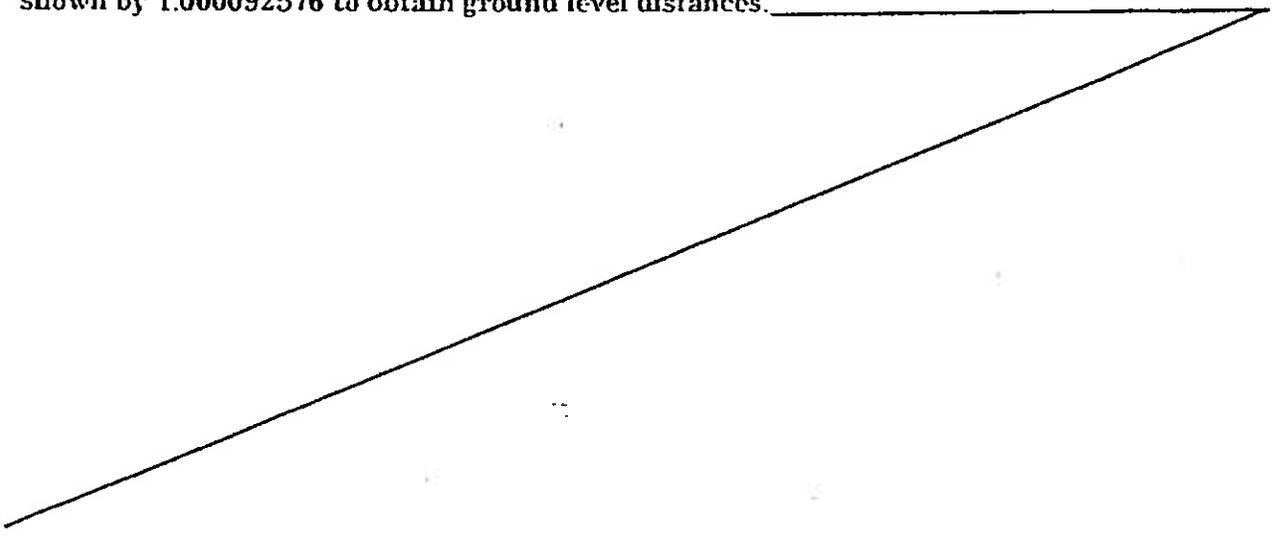
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1 PARCEL NO. 15461-5

2 For state highway purposes that portion of the southeast quarter  
3 of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the  
4 City of Rialto, County of San Bernardino, State of California, according to United  
5 States Government Township Plat thereof, approved by the Surveyor General,  
6 October 14, 1875, described as follows:

7 COMMENCING at the intersection of the westerly line of said  
8 southeast quarter with the northerly line of Highland Avenue, 60.00 feet  
9 wide; thence North  $00^{\circ}22'22''$  West, 152.780 meters along said westerly line to a  
10 point on a non-tangent curve, concave northwesterly and having a radius of  
11 3013.411 meters, a radial line of said point bears South  $01^{\circ}02'57''$  East; thence  
12 Easterly 192.186 meters along said curve through a central angle of  $03^{\circ}39'15''$ ;  
13 thence North  $85^{\circ}17'48''$  East, 88.875 meters to the TRUE POINT OF BEGINNING;  
14 thence South  $02^{\circ}22'17''$  East, 59.225 meters; thence North  $84^{\circ}15'03''$  East, 8.743  
15 meters; thence North  $14^{\circ}45'58''$  West, 19.322 meters; thence North  $02^{\circ}22'17''$  West,  
16 40.024 meters; thence South  $85^{\circ}17'48''$  West, 4.584 meters to the TRUE POINT OF  
BEGINNING.

17 The bearings and distances used in the above description are  
18 based on the California Coordinate System of 1983, Zone 5. Multiply distances  
19 shown by 1.000092576 to obtain ground level distances.



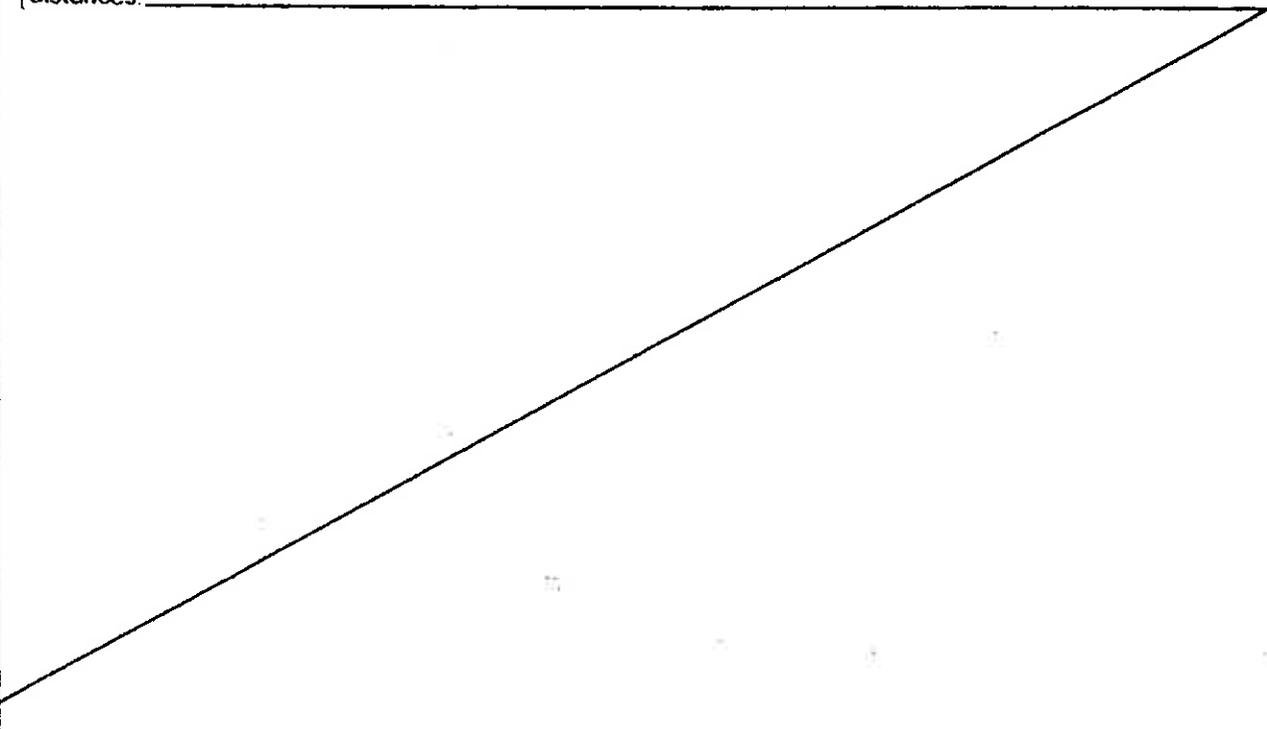
1 PARCEL NO. 15461-6

2 A temporary easement for construction purposes over, under, and across that portion of the  
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City  
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government  
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875; more particularly  
6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly  
8 line of Highland Avenue (60 feet wide); thence North 00° 22' 22" West, 106.455 meters to the TRUE  
9 POINT OF BEGINNING; thence North 00° 22' 22" West, 46.325 meters along said westerly line to a  
10 point on a non-tangent curve concave northwesterly and having a radius of 3013.411 meters, a radial  
11 line through said curve bears South 01° 02' 57" East; thence northeasterly 3.810 meters along the arc of  
12 said curve through a central angle of 00° 04' 21"; thence South 00° 22' 22" East, 46.381 meters; thence  
13 South 89° 45' 50" West, 3.811 meters to the TRUE POINT OF BEGINNING.

14 The rights to be acquired herein shall terminate on October 31, 2004.

15 The bearings and distances used in the above description are based on the California  
16 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level  
17 distances.



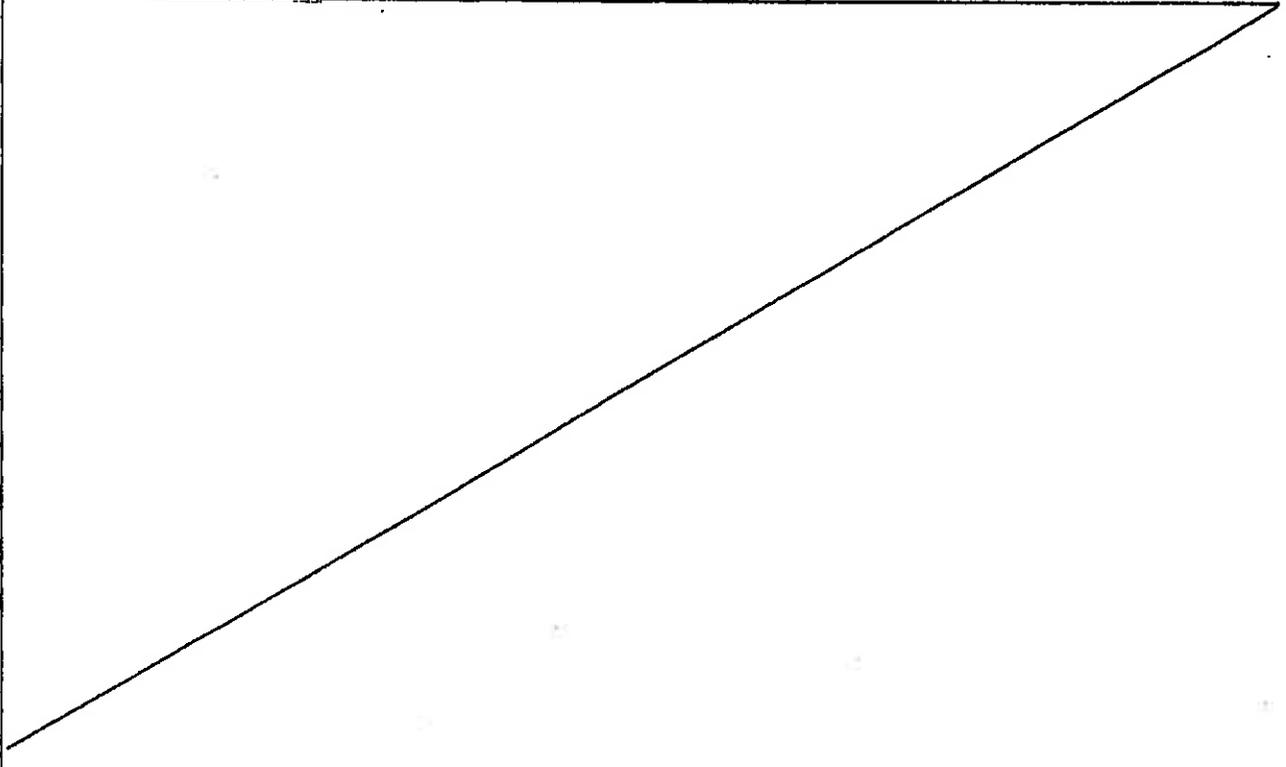
1 PARCEL NO. 15461-7

2 A temporary easement for construction purposes over, under, and across that portion of the  
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City  
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government  
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly  
6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly  
8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 106.455 meters along said  
9 westerly line; thence North 89°45'50" East, 252.463 meters; thence North 84°15'03" East, 23.509  
10 meters to the TRUE POINT OF BEGINNING; thence North 02°22'17" West, 59.350 meters; thence  
11 North 85°17'48" East, 6.816 meters; thence South 02°22'17" East, 59.225 meters; thence  
12 South 84°15'03" West, 6.822 meters to the TRUE POINT OF BEGINNING.

13 The rights to be acquired herein shall terminate on October 31, 2004

14 The bearings and distances used in the above description are based on the California  
15 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level  
16 distances.



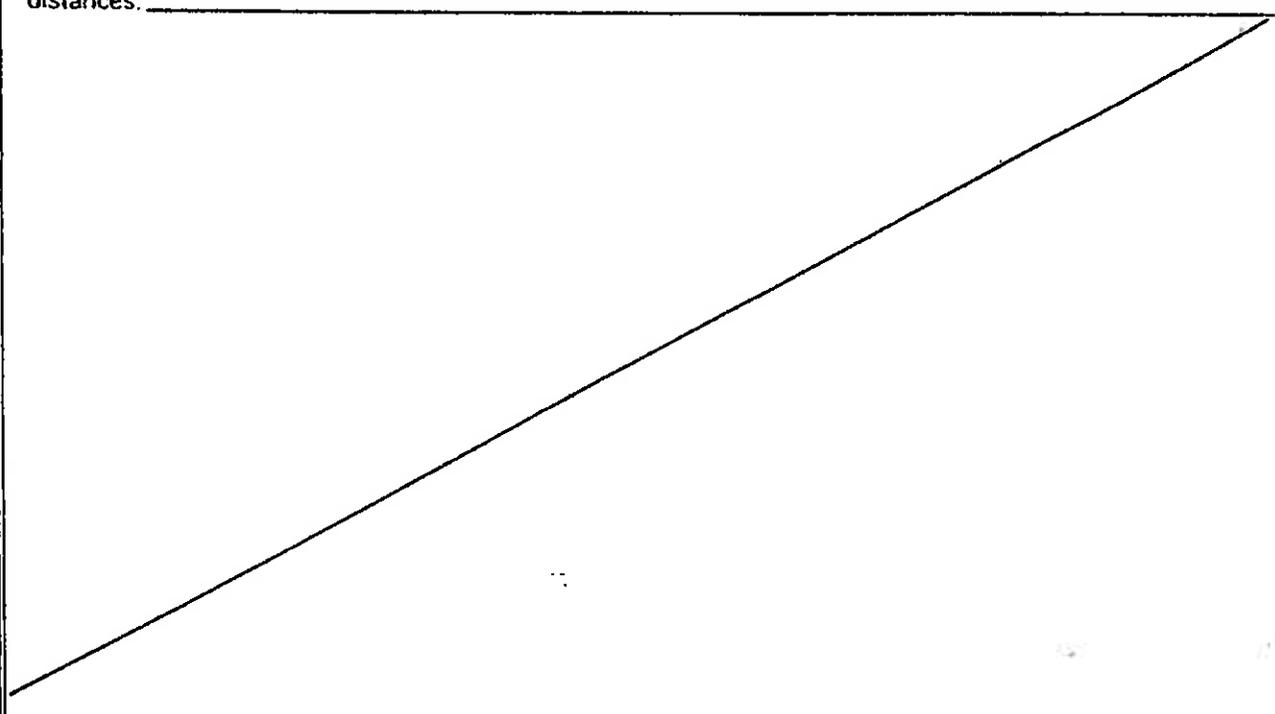
1 PARCEL NO. 15461-8

2 A temporary easement for construction purposes over, under, and across that portion of the  
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City  
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government  
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly  
6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly  
8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 106.455 meters along said  
9 westerly line; thence North 89°45'50" East, 252.463 meters; thence North 84°15'03" East, 39.074  
10 meters to the TRUE POINT OF BEGINNING; thence North 14°45'58" West, 19.322 meters; thence  
11 North 02°22'17" West, 40.024 meters; thence North 85°17'48" East, 3.813 meters; thence  
12 South 02°22'17" East, 40.180 meters; thence South 14°45'58" East, 19.095 meters; thence South  
13 84°15'03" West, 3.768 meters to the TRUE POINT OF BEGINNING.

14 The rights to be acquired herein shall terminate on October 31, 2004.

15 The bearings and distances used in the above description are based on the California  
16 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level  
17 distances.



1 PARCEL NO. 15461-9

2 A temporary easement for construction purposes over, under, and across that portion of the  
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City  
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government  
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, more particularly  
6 described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly  
8 line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 179.604 meters along said  
9 westerly line to the TRUE POINT OF BEGINNING; thence continuing along said westerly line North  
10 00°22'22" West, 3.000 meters to a point on a non-tangent curve concave northwesterly and having a  
11 radius of 2983.589 meters, a radial line through said curve bears South 01°03'21" East; thence  
12 northeasterly 189.934 meters along the arc of said curve through a central angle of 03°38'51"; thence  
13 North 85°17'48" East, 126.302 meters to the beginning of a curve concave northwesterly and having a  
14 radius of 483.589 meters; thence northeasterly 94.927 meters along the arc of said curve through a  
15 central angle of 11°14'49"; thence North 74°02'59" East, 217.301 meters; thence North 71°06'17" East,  
16 49.779 meters to a non-tangent curve concave southeasterly and having a radius of 372.413 meters, a  
17 radial line through said curve bears North 23°44'49" West; thence northeasterly 123.927 meters along  
18 the arc of said curve through a central angle of 19°03'58"; thence South 42°29'49" West, 4.435 meters  
19 to point on a non-tangent curve concave southeasterly and having a radius of 369.413 meters, a radial  
20 line through said curve bears North 05°11'07" West; thence southwesterly 119.676 meters along the arc  
21 of said curve through a central angle of 18°33'42"; thence South 71°06'17" West, 50.314 meters; thence  
22 South 74°02'59" West, 217.173 meters to the beginning of a curve concave northwesterly and having a  
23 radius of 486.589 meters; thence southwesterly 95.516 meters along the arc of said curve through a  
24 central angle of 11°14'49"; thence South 85°17'48" West, 126.302 meters to the beginning of a curve  
25 concave northwesterly and having a radius of 2986.589 meters; thence southwesterly 190.161 meters  
along the arc of said curve through a central angle of 03°38'53" to the TRUE POINT OF BEGINNING.

26 The rights acquired herein shall terminate on October 31, 2004.

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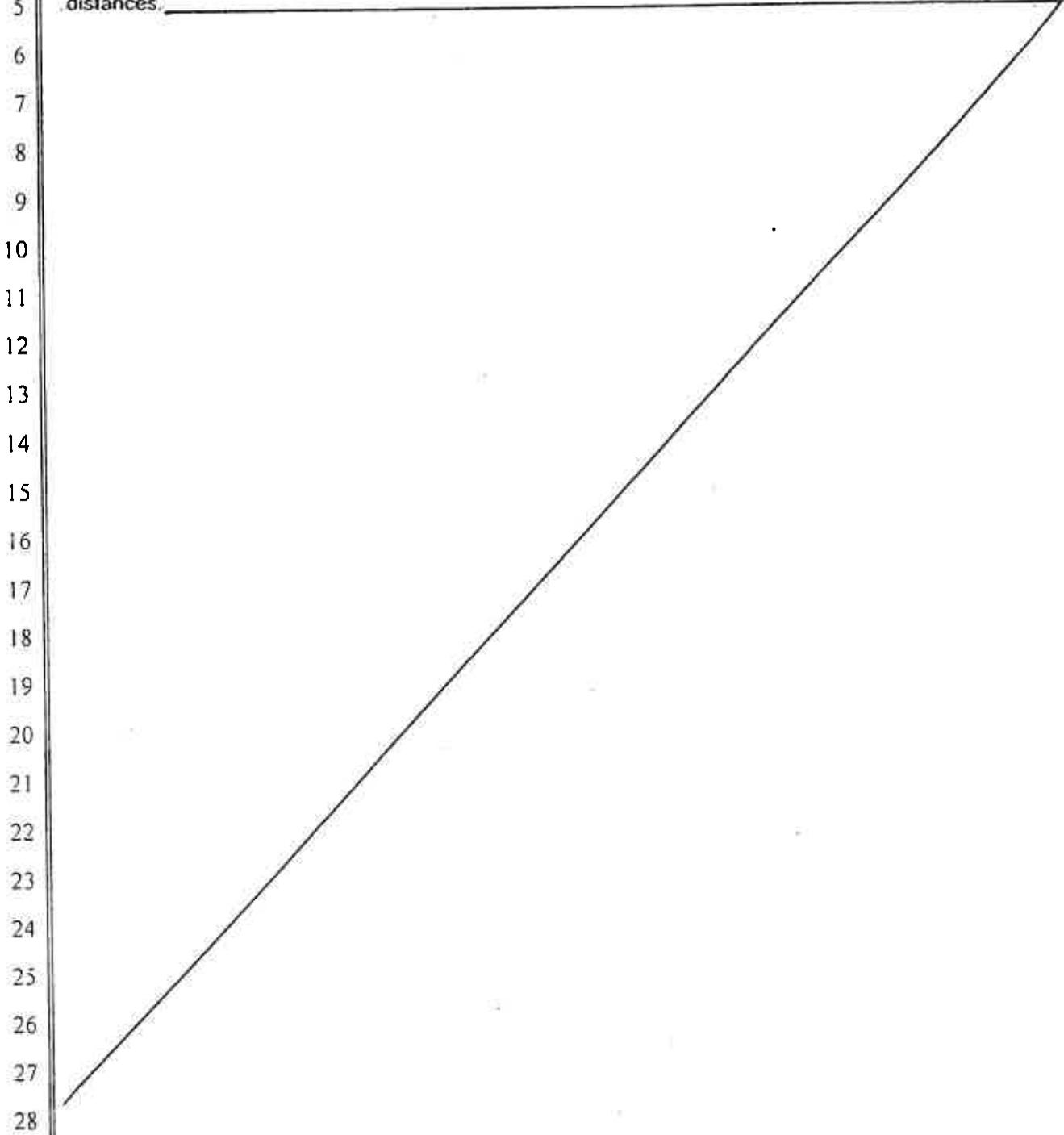
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1 PARCEL NO. 15461-9

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3 The bearings and distances used in the above description are based on the California  
4 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level  
5 distances.



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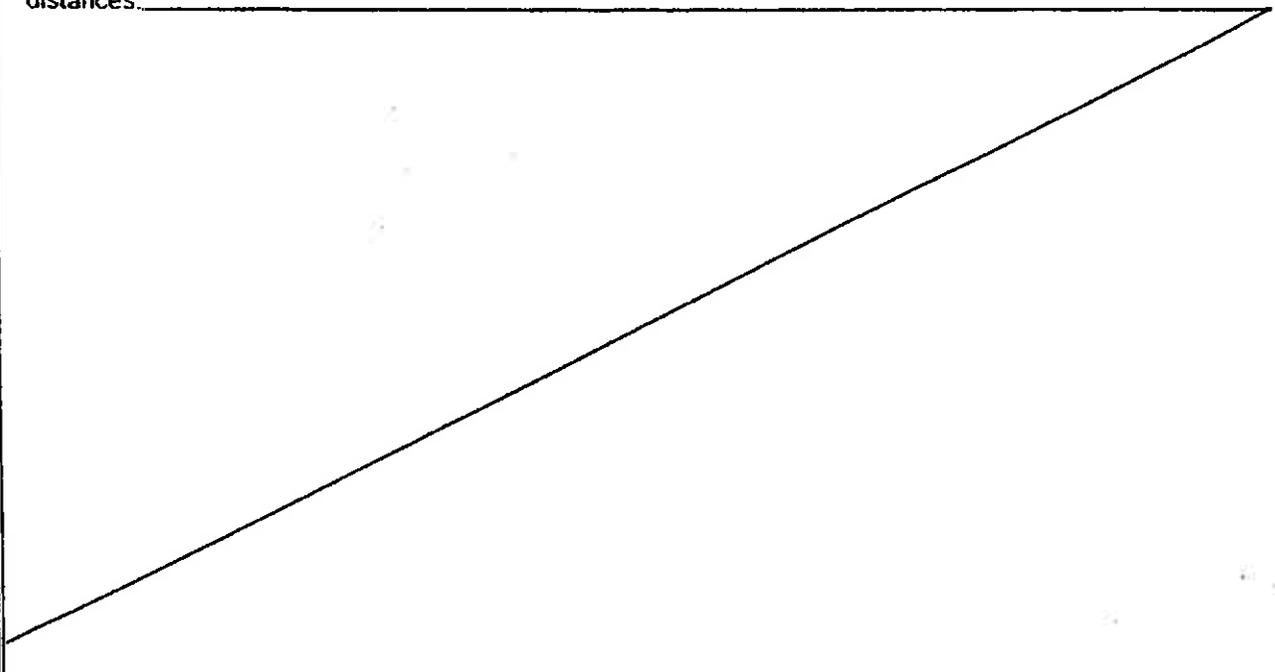
PARCEL NO. 15461-10

A temporary easement for construction purposes over, under, and across that portion of the southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City of Rialto, in the County of San Bernardino, State of California, according to United States Government Township Plat thereof, approved by the Surveyor General, October 14, 1875, being with in a strip of land, 4.000 meters wide, the northerly line of said strip being described as follows:

Commencing at the intersection of the westerly line of said southeast quarter with the northerly line of Highland Avenue (60 feet wide); thence North 00° 22'22" West, 152.780 meters to a point on a non-tangent curve concave northwesterly and having a radius of 3013.411 meters, a radial line through said curve bears South 01°02'57" East; thence northeasterly 3.810 meters along the arc of said curve through a central angle of 00°04'21" to the TRUE POINT OF BEGINNING; thence continuing along the arc of said curve 188.377 meters through a central angle of 03°34'54"; thence North 85°17'48" East, 82.060 meters; the ends of the easement shall be prolonged or shortened to terminate at the west and east property lines.

The rights to be acquired herein shall terminate on October 31, 2004.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level distances.



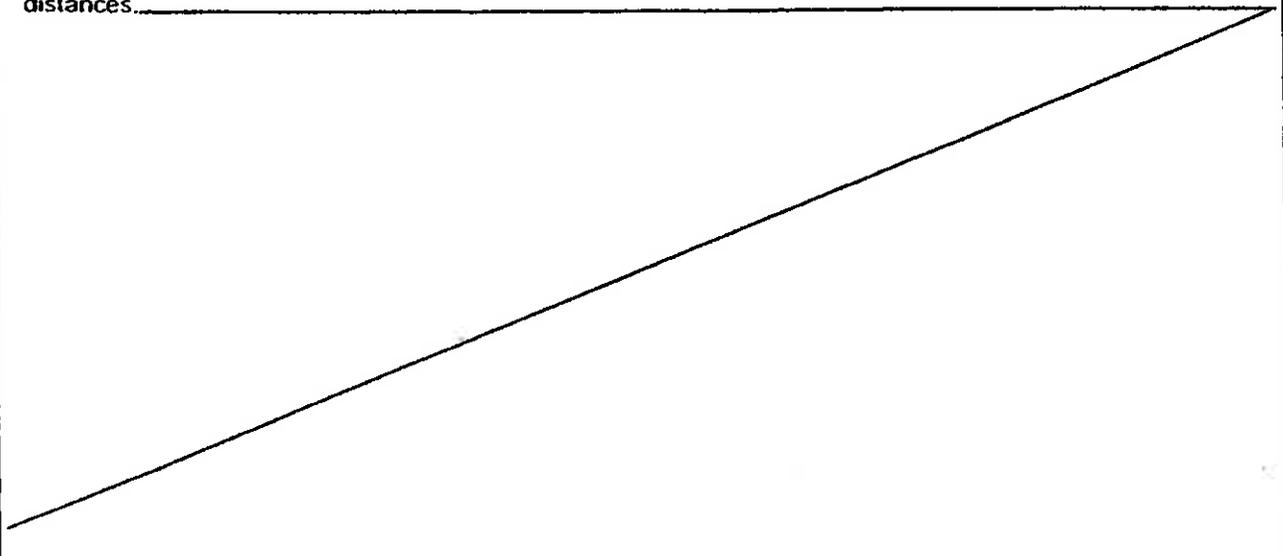
1 PARCEL NO. 15461-11

2 A temporary easement for construction purposes over, under, and across that portion of the  
3 southeast quarter of Section 29, Township 1 North, Range 5 West, San Bernardino Meridian, in the City  
4 of Rialto, in the County of San Bernardino, State of California, according to United States Government  
5 Township Plat thereof, approved by the Surveyor General, October 14, 1875, being with in a strip of  
6 land, 4.000 meters wide, the northerly line of said strip being described as follows:

7 Commencing at the intersection of the westerly line of said southeast quarter with the northerly  
8 line of Highland Avenue (60 feet wide); thence North 00° 22' 22" West, 152.780 meters to a point on a  
9 non-tangent curve concave northwesterly and having a radius of 3013.411 meters; a radial line through  
10 said curve bears South 01° 02' 57" East; thence northeasterly 192.187 meters along the arc of said curve  
11 through a central angle of 03° 39' 15"; thence North 85° 17' 48" East, 97.273 meters to the TRUE POINT  
12 OF BEGINNING; thence North 85° 17' 48" East, 29.029 meters to the beginning of a curve concave  
13 northwesterly and having a radius of 513.411 meters; thence northeasterly 100.781 meters along the  
14 arc of said curve through a central angle of 11° 14' 49"; thence North 74° 02' 59" East, 52.867 meters. The  
15 end of the easement shall terminate at Engineers Sta. 713+60 centerline improvement of Casmalia  
16 Street.

17 The rights to be acquired herein shall terminate on October 31, 2004.

18 The bearings and distances used in the above description are based on the California  
19 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain ground level  
20 distances.



1 Parcel 15460-2

2 For temporary construction purposes over, under, and across that portion of Lot 5 of Baird  
3 Park Acres in the City of Rialto, County of San Bernardino, State of California, as shown on a  
4 map recorded in Book 19, Page 92 of Maps in the office of the County Recorder of said County,  
5 together with the east half of Mango Avenue, vacated by order of the Board of Supervisors, a  
6 copy of said order was filed April 20, 1942 in Book A-16, Page 163 of the Book of Minutes in  
7 the Office of the Board of Supervisors, records of said County, included within a strip of land,  
8 3.000 meters wide, the southwesterly line of said strip of land being described as follows:

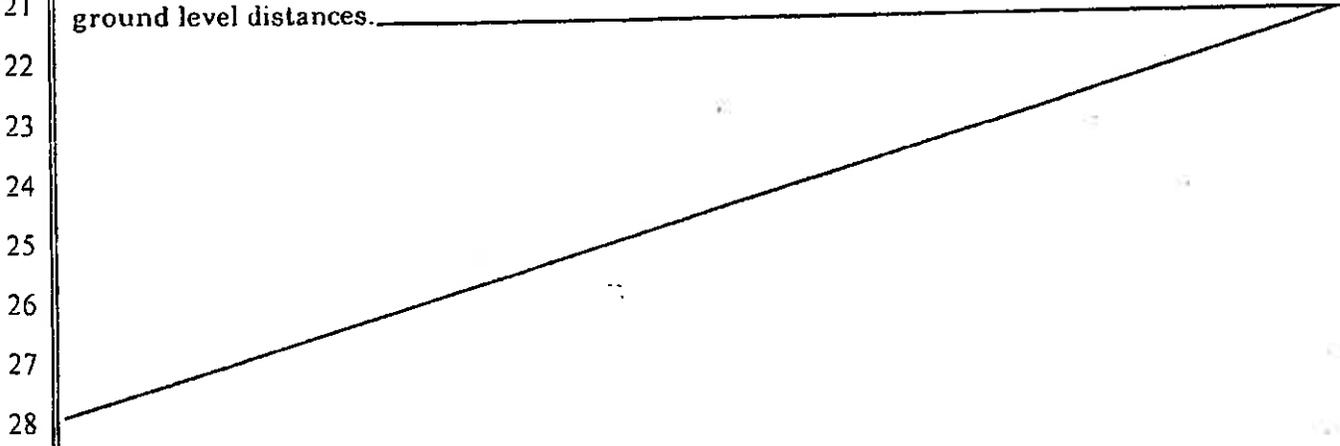
9 COMMENCING at the intersection of the centerline of said Mango Avenue with the  
10 westerly prolongation of the southerly line of said Lot 5; thence along said centerline, North  
11 00°24'58" West, 11.146 meters to the beginning of a non-tangent curve, concave northeasterly  
12 and having a radius of 236.589 meters and the TRUE POINT OF BEGINNING, a radial line  
13 of said curve bears South 25°10'04" West; thence Southeasterly 30.008 meters along said  
14 curve through a central angle of 07°16'02" to the south line of said Lot 5.

15 The sidelines of said strip of land shall be prolonged or shortened as necessary to  
16 terminate in the centerline of said Mango Avenue and the south line of said Lot 5.

17 All rights acquired herein shall terminate on October 31, 2004.

18 / / / /

19 The bearings and distances used in the above description are based on the California  
20 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain  
21 ground level distances.



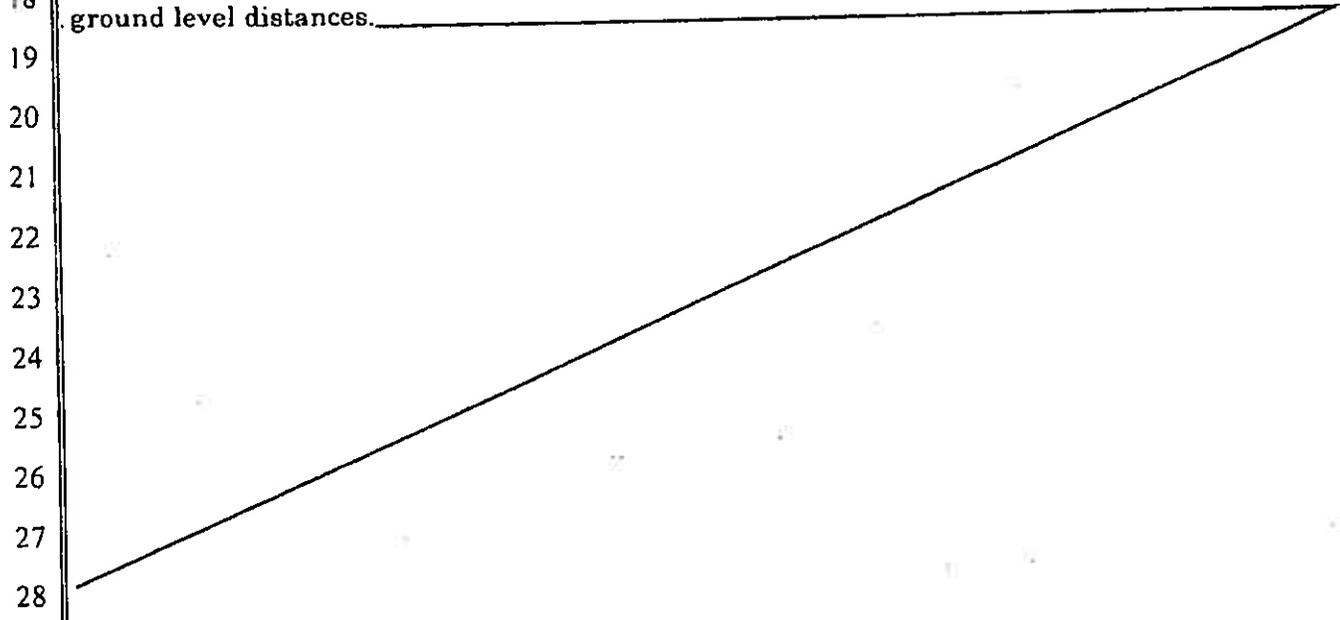
1 Parcel 15460-1

2 For freeway purposes that portion of Lot 5 of Baird Park Acres in the City of Rialto,  
3 County of San Bernardino, State of California, as shown on a map recorded in Book 19, Page  
4 92 of Maps in the office of the County Recorder of said County, together with the east half of  
5 Mango Avenue, vacated by order of the Board of Supervisors, a copy of said order was filed  
6 April 20, 1942 in Book A-16, Page 163 of the Book of Minutes in the Office of the Board of  
7 Supervisors, records of said County, described as follows:

8 BEGINNING at the intersection of the centerline of said Mango Avenue with the  
9 westerly prolongation of the south line of said Lot 5; thence North 00°24'58" West, 11.146  
10 meters along said centerline to a point on a non-tangent curve concave northeasterly and  
11 having a radius of 236.589 meters, a radial line through said curve bears South 25°10'04"  
12 West; thence southeasterly 30.008 meters along the arc of said curve through a central angle  
13 of 07°16'02" to the south line of said Lot 5; thence South 89°42'52" West, 27.814 meters along  
14 said south line and its westerly prolongation to the POINT OF BEGINNING.

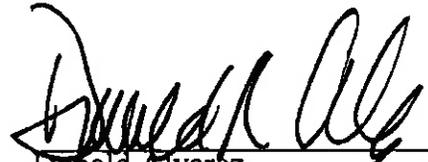
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16 The bearings and distances used in the above description are based on the California  
17 Coordinate System of 1983, Zone 5. Multiply distances shown by 1.000092576 to obtain  
18 ground level distances.



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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon recordation of a certified copy of this order in the Office of the County Recorder of the County of San Bernardino, State of California, title to said easements shall vest in plaintiff.



---

Donald Alvarez  
Judge of the Superior Court  
**DONALD ALVAREZ**



THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST TRESSA S. KENTNER

Clerk of the Superior Court of the State of California, in and for the County of San Bernardino

Date SEP 22 2008

By *Tressa S. Kentner* Deputy

**EXHIBIT "C"**  
**Grant Deed**

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Rialto  
Development Services Department  
150 S. Palm Avenue  
Rialto, CA 92376

Record without fee subject to  
Gov't Code 6103

A.P.N: 1119-241-01(ptn)  
1119-241-02 (ptn)

**GRANT DEED**

Dept. Code: 12000

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area                       City of Rialto

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the COUNTY OF SAN BERNARDINO, a body corporate and politic of the State of California ("GRANTOR"), hereby GRANTS to the CITY OF RIALTO, a California municipal corporation ("GRANTEE"), subject to the terms and conditions set forth below, the real property in the City of Rialto, County of San Bernardino, State of California, described on Exhibit "A" and shown on Exhibit "A-1," both of which are attached hereto and made a part hereof by this reference (the "Real Property").

THE REAL PROPERTY IS CONVEYED TO GRANTEE RESERVING UNTO AND FOR GRANTOR an EASEMENT for ingress, egress, construction, reconstruction, installation, replacement, operation, sampling, maintenance, and monitoring of extraction and reinjection wells and a pipeline conveyance system and appurtenances and incidents thereto, to allow GRANTOR perpetual access to the groundwater system improvements for the purpose of complying with Regional Water Quality Control Board – Santa Ana Region CAO 98-96 and any subsequent orders, directives or other requirements issued by a court, regulatory agency or other governmental authority of competent jurisdiction, over, under and across the Real Property, described on Exhibit "B" and shown on Exhibit "B-1, both of which are attached hereto and incorporated herein by this reference (the "Easement Area").

COUNTY OF SAN BERNARDINO

By: \_\_\_\_\_  
James Ramos, Chairman  
Board of Supervisors

Date: \_\_\_\_\_

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

N/A

Name

Street Address

City & State

**EXHIBIT "A"**  
**Real Property Legal Description**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
CASMALIA PROPERTY (REMAINDER PARCEL)  
INCLUDING UNDERLYING FEE OF DRAINAGE EASEMENT (FUTURE)

ALL THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT TOWNSHIP PLAT APPROVED BY THE SURVEYOR GENERAL, OCTOBER 14, 1875;

SAID PORTION LYING NORTHERLY OF ROUTE 210 AND SOUTHERLY OF CASMALIA STREET AS SHOWN ON COUNTY SURVEYOR'S PLAT 10100-1 THROUGH 5 RECORDED MARCH 24<sup>TH</sup>, 2011 IN THE OFFICE OF THE SAN BERNARDINO COUNTY SURVEYOR;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 29;**

**THENCE NORTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) NORTH 00°22'35" WEST A DISTANCE OF 379.29 FEET TO THE NORTH RIGHT OF WAY LINE OF ROUTE 210, POINT ALSO BEING THE NORTH RIGHT OF WAY OF CACTUS CHANNEL AND THE TRUE POINT OF BEGINNING;**

**THENCE ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 89°45'37" EAST A DISTANCE OF 828.37 FEET;**

**THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 84°14'53" EAST A DISTANCE OF 558.46 FEET;**

**THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 78°13'56" EAST A DISTANCE OF 1000.53 FEET;**

**THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY OF ROUTE 210 AND CACTUS CHANNEL NORTH 85°24'38" EAST A DISTANCE OF 218.09 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY;**

**THENCE NORTH 46°25'25" EAST A DISTANCE OF 27.16 FEET, TO AN ANGLE POINT IN THE WESTERLY RIGHT OF WAY OF ALDER AVENUE, BEING VARIED IN HALF WIDTH;**

**THENCE ALONG THE WESTERLY RIGHT OF WAY OF ALDER AVENUE NORTH 00°25'17" WEST A DISTANCE OF 247.54 FEET, TO AN ANGLE POINT IN SAID RIGHT OF WAY;**

**THENCE NORTH 47°58'30" WEST A DISTANCE OF 67.03 FEET, TO AN ANGLE POINT IN THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET, BEING VARIED IN HALF WIDTH;**

**THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 77°57'27" WEST A DISTANCE OF 318.68 FEET;**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
CASMALIA PROPERTY (REMAINDER PARCEL)  
INCLUDING UNDERLYING FEE OF DRAINAGE EASEMENT (FUTURE)

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 74°02'59"  
WEST A DISTANCE OF 905.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE  
NORTHWESTERLY AND HAVING A RADIUS OF 1684.57 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY  
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°14'49" A DISTANCE OF 330.67 FEET;

THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY OF CASMALIA STREET SOUTH 85°17'48"  
WEST A DISTANCE OF 414.32 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE  
NORTHWESTERLY AND HAVING A RADIUS OF 9887.41 FEET;

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY OF CASMALIA STREET SOUTHWESTERLY  
ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°39'13" A DISTANCE OF 630.51 FEET TO THE  
CENTER OF SECTION LINE, AND PALMETTO AVENUE (VACATED);

THENCE SOUTHERLY ALONG THE CENTER OF SECTION AND PALMETTO AVENUE (VACATED) SOUTH  
00°22'35" EAST A DISTANCE OF 151.87 FEET TO THE NORTH RIGHT OF WAY LINE OF CACTUS CHANNEL  
AND THE TRUE POINT OF BEGINNING;

SUBJECT TO ALL OTHER EASEMENTS AND OFFERS OF DEDICATION OF RECORD;

CONTAINING A TOTAL AREA OF 13.22 ACRES MORE OR LESS;

AS SHOWN ON EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

BY: \_\_\_\_\_ DATED \_\_\_\_\_  
TREVOR A. LEJA, PLS 8869  
DEPUTY COUNTY SURVEYOR

Job No. JL 11444
Prepared by: T.A.L. 2/17/16

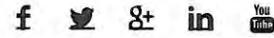


**EXHIBIT "B"**  
**Easement Area Legal Description**

**[LEGAL DESCRIPTION TO BE DELINEATED WITH SPECIFICITY ON OR BEFORE  
THE TERMINATION OF THE DUE DILIGENCE PERIOD HEREUNDER]**

**EXHIBIT "B-1"**  
**Easement Area Depiction**

Direct Line: (909) 899-0778, 24 Hour Access



RV & Boat Storage Features

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## RV & BOAT STORAGE IN RANCHO CUCAMONGA, CA



Built in 2012, Victoria RV & Boat Storage is the ideal choice for storing all of your extra *vehicles and toys* in the Rancho Cucamonga area. With affordable prices, a state-of-the-art security system, and a courteous and professional management team, we make **boat storage and RV storage easy!**

Our 12 + acre RV and boat storage facility houses more than **500 mini self storage, indoor self storage and outdoor parking spaces**, with 24/7 gate access.

In order to provide extra security all of our indoor units have an **individual door alarm** that you can easily

## ACCESSIBILITY FEATURES

- 24/7 Gate Access

activate/deactivate with your gate code access. We also have installed a wireless motion detecting system. An individual motion sensor can be placed in your RV/vehicle and is available for all spaces for an extra upgrade fee. For more information please call (909) 899-07RV (78)

- Easy Exit & Entrance to I-15 & I-210
- Covered Outdoor Parking Spaces (Coming Soon!)
- Easy Outdoor Parking Spaces
- Variety sized Indoor Parking Units with Power Roll-Up Doors
- Computerized Gate Access

## RV & BOAT STORAGE FEATURES

- 500+ Indoor Self Storage & Outdoor Parking Spaces
- 12+ Acre Facility
- Newly Built Self Storage Units
- Concrete Pavement
- Easy Access from I-15 and I-210 Freeway
- On-site Security Patrol
- Service Bay
- Pressure Washers
- Air Compressor
- Dump Station

## CONVENIENCE FEATURES

- Free WiFi
- Friendly Management Team
- Free Fresh Coffee
- Se Habla Español
- Cement Pavement
- Supplies Available for Purchase

## FACILITY ENHANCED SECURITY 24/7

- Camera Surveillance
- Well-Lit
- Perimeter Fencing

- Electronic Gate Access (2 gate entry access)
- Individual Door Alarms

## PAYMENT & LEASE OPTIONS – EASY

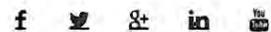
- Month-to-Month Rentals
- Online Bill Pay
- AutoPay

Stop by or call us today at (909) 899-0778 to see why Victoria RV Storage is number one for *Storage in Rancho Cucamonga, CA*.

For more information, visit the [Units Available](#) page.

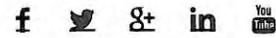
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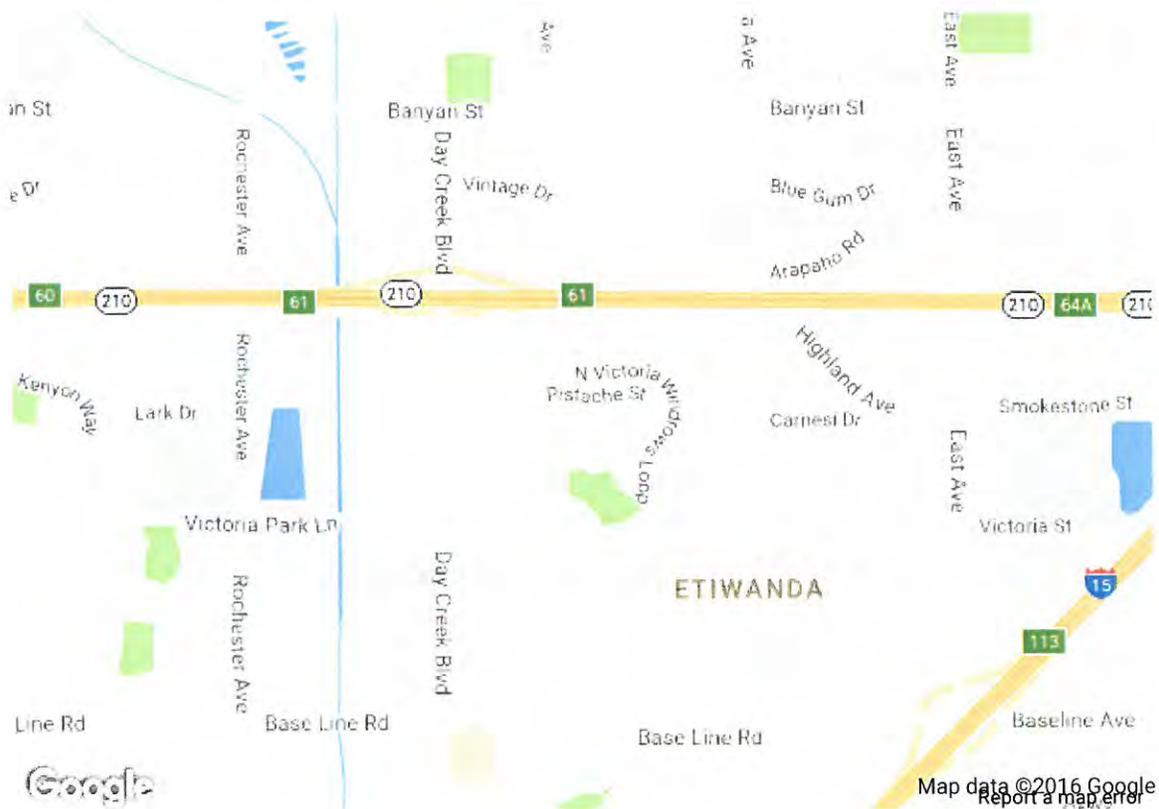


Direct Line: (909) 899-0778, 24 Hour Access



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**VICTORIA RV &  
BOAT STORAGE IN  
RANCHO  
CUCAMONGA, CA**

**RESERVE A UNIT  
ONLINE**

For Reserve A Unit or other messages,  
please use the following form. We will do

Thanks for taking the time to contact us! We will do our best to respond to quickly. our best to answer as soon as possible. Thank you!



Your Name\*

Your Email\*

Your Phone\*

Subject\*

**Headquarter:**

13670 Victoria St.  
Rancho Cucamonga, CA 91739

Phone: 909-899-0778

Email: [info@victoriarvstorage.com](mailto:info@victoriarvstorage.com)

Message\*



SEND

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS  
(2390 Alder Avenue, Rialto)**

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Amendment**”), dated as of October \_\_, 2016 (“**Amendment Date**”), is by and between the City of Rialto, a municipal corporation, (“**Seller**”), and Arrow United Investments, LLC, a California limited liability company (“**Buyer**”). Seller and Buyer are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS:**

- A. The Parties previously entered into that certain Purchase and Sale Agreement and Escrow Instructions dated for reference purposes only as of September 13, 2016 (“**Purchase Agreement**”) for the property described therein and identified above.
- B. The Parties desire to amend the Purchase Agreement with respect to Buyer’s ability to assign of the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

- 1. **DEFINITIONS**. Except as specifically defined herein, all capitalized terms shall have the meaning set forth in the Purchase Agreement.
- 2. **AMENDMENTS/MODIFICATIONS**. The Parties agree that the Purchase Agreement is amended/modified as follows.
  - a. **Buyer’s Right to Enter into Sale Agreement for Remainder Parcel**. Section 2.3 is amended to change the reference to Section 3.8 to Section 6.5.

Seller is advised that Buyer has entered into that certain purchase and sale agreement dated \_\_\_\_\_, 2016 to sell the Remainder Parcel to Bruno Mancinelli (“**Mancinelli**”). Buyer represents and warrants to Seller that Mancinelli is aware of the limitations on the use of the Remainder Property as specified in the Purchase Agreement.

- b. **Successors and Assigns; Assignment**. Section 10.4 of the Purchase Agreement is deleted in its entirety and the following is substituted in its place and stead:

“(a) This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns. Buyer may not assign this Agreement without the written consent of Seller. However, Buyer may assign Buyer’s rights and duties under this Agreement to a Buyer Affiliate without the prior written consent of Seller; provided, however, that Buyer provide written notice to Seller and Escrow Holder five (5) business days prior to Closing. In the event Buyer assigns its rights under this Agreement to a Buyer Affiliate as provided in this Section 10.4, Buyer and such assignee shall execute and deliver an assignment and assumption of this Agreement in a form approved by Seller. Any subsequent assignment may be made only with the prior written consent of Seller. For purposes of this Section, “Buyer Affiliate” means any entity that is controlled by Buyer (as a manager, member, general partner, or other similar capacity) and in which Buyer owns a substantial economic interest.

(b) In addition to the foregoing, Seller agrees that Buyer may assign this Agreement in its entirety to Mancinelli provided that the assignment and assumption agreement is in a form acceptable to Seller and the executed Assignment/Assumption Agreement executed by both Buyer and Mancinelli is delivered to Seller not less than five (5) business days prior to the Closing. Any subsequent assignment of this Agreement by Mr. Mancinelli may be made only in compliance with Section 10.4(a).

© Any assignment of this Agreement in violation of the foregoing provisions shall be null and void. Seller shall not be released and discharged from any liability or obligations under this Agreement on account of an assignment.”

c. **City Manager’s Authority.** The following provision is added to the Agreement:

“**5.11 City Manager’s Authority.** Seller’s City Manager or his designee shall, in his sole and exclusive discretion, have the authority to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or his designee shall be binding on Buyer.’

3. **INTERPRETATION.** In the event of a conflict between the Purchase Agreement and this Amendment, this Amendment shall control.

4. **FULL FORCE AND EFFECT.** The Purchase Agreement remains in full force and effect as amended by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written.

**BUYER:**

ARROW UNITED INVESTMENTS, LLC,  
a California limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

CITY OF RIALTO,  
a California municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

Dated: \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Barbara McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLC

By: \_\_\_\_\_  
Fred Galante, City Attorney



Legislation Details (With Text)

File #: 16-711      Version: 1      Name: E.8  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/17/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Adopt Resolution No. 7019 Approving Tract Map 19977 for the Subdivision of 9.24 Gross-Acres of Land into Seventy-Five (75) Detached Single-Family Lots and Approve the Subdivision Improvement Agreement with Rialto 75, LLC.

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - 4-12-16 CC report](#)  
[Attachment 2 - TM 19977](#)  
[Attachment 3 - Subdivision Improvement Agreement](#)  
[Resolution Approve TM 19977 10-19-16](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 08, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Adopt Resolution No. 7019 Approving Tract Map 19977 for the Subdivision of 9.24 Gross-Acres of Land into Seventy-Five (75) Detached Single-Family Lots and Approve the Subdivision Improvement Agreement with Rialto 75, LLC.

**BACKGROUND:**

On April 12, 2016, the City Council conditionally approved Tentative Tract Map (TTM) No. 19977, a request to subdivide 9.24 gross-acres of land into seventy-five (75) detached single-family lots, one (1) common lot, and one 1.93 net acre remainder parcel located on the west side of Cactus Avenue, approximately 615 feet south of Merrill Avenue, the Council Report is included as Attachment 1 .

**ANALYSIS/DISCUSSION:**

Crestwood Communities (the "Subdivider") submitted the application for TTM 19977 and requests that the City Council approve Tract Map 19977 to subdivide 9.24 gross-acres of land into seventy-five (75) detached single-family lots, one (1) common lot, and one 1.93 net acre remainder parcel, the Tract Map 19977 is included as Attachment 2 .

The Subdivider has not constructed the required public improvements associated with Tract Map 19977. A Subdivision Improvement Agreement is proposed with this approval to require the

Subdivider to complete the remaining public improvements. The agreement is included as Attachment 3 .

The City Engineer determined that the conditions of approval associated with TTM 19977 have been satisfied, that Tract Map 19977 is in substantial conformance with TTM 19977, and that Tract Map 19977 is ready for City Council approval.

Approval of a tract map is a ministerial action and the City Council cannot condition its approval of Tract Map 19977 and cannot impose new conditions on the project that were not previously identified at the time TTM 19977 was approved.

**ENVIRONMENTAL IMPACT:**

Based on the findings and recommended mitigation within the Initial Study, staff determined that the project will not have an adverse impact on the environment and a Mitigated Negative Declaration was prepared. A Notice of Intent to adopt the Mitigated Negative Declaration for the project was published in the San Bernardino Sun newspaper and mailed to all property owners within 300 feet of the project site. A twenty (20) day public comment period ran from February 12, 2016 to March 2, 2016. The City did not receive any public comments regarding the Initial Study during the required twenty (20) day review period.

**GENERAL PLAN CONSISTENCY:**

Approval of this action complies with the City of Rialto General Plan Goals:

Goal 2-8: Preserve and improve established residential neighborhoods in Rialto.

Goal 2-16: Improve the architectural and design quality of development in Rialto.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report, Subdivision Improvement Agreement and Resolution.

**FINANCIAL IMPACT:**

Approval of Tract Map 19977 and the Subdivision Improvement Agreement is needed for the development of the Property to proceed. The estimated construction work for the public improvements that will be accepted into the City system is approximately \$51,000. The City will add these improvements to its fixed assets after the developer constructs the improvements and the City Council accepts them as complete.

**RECOMMENDATION:**

Staff recommends that the City Council Adopt Resolution No. \_\_\_\_\_ :

- Approving Tract Map 19977 for the subdivision of 9.24 gross-acres of land into seventy-five (75) detached single-family lots, one (1) common lot, and one (1) 1.93 net acre remainder parcel located on the west side of Cactus Avenue approximately 615 feet south of Merrill Avenue.

- Approve the Subdivision Improvement Agreement with Rialto 75, LLC; to construct and install the Works of Improvement, and its offer of dedication of the streets, easements and other improvements and facilities as material consideration to the approval of Tract Map 19977.



Legislation Text

File #: 16-191, Version: 1

For the City Council Meeting [April 12, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant CA/Development Services Director

Request City Council to Conduct a Public Hearing to Consider Adoption of **Resolution No. 6911** approving **General Plan Amendment No. 15-01**, which is a request to change the land use designation of approximately 7.16 net-acres of land from Residential 2 with a Historic Agriculture Overlay to Residential 12, **Resolution No. 6912** approving **Zone Change No. 332**, which is a request to change the zoning designation of approximately 7.16 net-acres of land from Agricultural (A-1) to Planned Residential Development-Detached (PRD-D), and **Resolution No. 6913** approving **Tentative Tract Map No. 19977**, which is a request to allow the subdivision of 9.24 gross-acres of land into seventy-five (75) detached single-family lots, one (1) common lot, and one (1) 1.93 net acre remainder parcel. A Mitigated Negative Declaration (**Environmental Assessment No. 15-52**) has been prepared for consideration in conjunction with the project. **(ACTION)**

BACKGROUND:

*Applicant*

Crestwood Communities, 510 W. Citrus Edge Street, Glendora, CA 91740.

*Location*

The entire project site consists of two (2) parcels of land (APNs: 0128-461-39 & -40) located on the west side of Cactus Avenue approximately 615 feet south of Merrill Avenue (Refer to the attached Location Map (**Exhibit A**)).

*Surrounding Land Use and Zoning*

<b>Location</b>	<b>Existing Land Use</b>	<b>Zoning</b>
Site	Orange Grove / Single-Family Residence	Agricultural (A-1)
North	Single Family Residences	Single-Family Residential (R-1C)
East	Single Family Residences	Single-Family Residential (R-1C)
South	Single Family Residences	Single-Family Residential (R-1C)
West	Single Family Residences	Single-Family Residential (R-1C)

*General Plan Designations*

<b>Location</b>	<b>General Plan Designation</b>
-----------------	---------------------------------

Site	Residential 2 (0.1 - 2.0 du/acre) with a Historic Agriculture Overlay
North	Residential 6 (2.1-6 dwelling units per acre)
East	Residential 6 (2.1-6 dwelling units per acre)
South	Residential 6 (2.1-6 dwelling units per acre)
West	Residential 6 (2.1-6 dwelling units per acre)

*Site Characteristics*

The project site is a relatively flat, square-shaped piece of land comprised of two parcels. The parcels as a whole are approximately 9.24 gross acres in size with approximate dimensions of 610 feet (east-west) by 660 feet (north-south). The project site contains one (1) single-family residence and is covered by an orange grove, the last of its kind in the City of Rialto.

The project site is bound on the east by Cactus Avenue. Single-family residential subdivisions surround the project site on all four sides. The current zoning of the project site is Agricultural (A-1). The zoning of all of the surrounding properties is Single-Family Residential (R-1C).

ANALYSIS/DISCUSSION:

*Tentative Tract Map No. 19977*

Crestwood Communities (Crestwood) proposes to subdivide the project site into seventy-five (75) detached single-family lots, one (1) 1.93 net-acre remainder lot, and one (1) common lot for private streets, a paseo walkway system, common open space areas, and storm-water retention basins (**Exhibit B**). The new single-family lots and the one (1) common lot coalesce together to form one (1) neighborhood encompassing 7.16 net-acres of the north end of the site, while the 1.93 net-acre remainder lot will remain a separate lot at the south end of the project site. The proposed density of the new 7.16 net-acre neighborhood is 10.47 dwelling units per acre.

The 1.93-acre remainder lot is designed in accordance with the development standards of the A-1 zone, and will retain the existing single-family residence and leftover orange grove. The new neighborhood is designed in accordance with the development standards of the Planned Residential Development-Detached (PRD-D) zone. Lot sizes for the new single-family lots range from 2,277 square feet to 2,992 square feet, with an average lot size of about 2,450 square feet. Lot depths range from 68 feet to 81 feet, with an average lot depth of 72 feet. Lastly, lot widths range from 31 feet to 37 feet, with an average lot width of 35 feet.

An existing portion of Cactus Avenue will provide access to the new single-family neighborhood and the 1.93 net-acre remainder lot. A new distinctive driveway, featuring a landscaped median, decorative paving, and signage, will be located within the center of the neighborhood street frontage. Two (2) additional access points, one (1) at the southeast corner of the neighborhood connected to Cactus Avenue and the other at the southwest corner of the neighborhood connected to James Street, will provide additional emergency access. Access within the new neighborhood will be provided by two (2) east-west and four (4) north-south private streets. These private streets will facilitate access to each lot and all of the common areas. Additionally, an existing driveway on Cactus Avenue will provide access to the 1.93 net-acre remainder lot.

*Neighborhood Design*

In conjunction with Tentative Tract Map No. 19977, Crestwood proposes to construct one detached

single-family residence on each new single-family lot for a total of seventy-five (75) single-family residences within the new neighborhood. According to the applicant's site plan (**Exhibit C**), the front entrance of each dwelling unit will face the paseo walkway system, while garages in the rear of each dwelling unit will face an adjacent private street. Additionally, the neighborhood will be gated and enclosed with a new six-foot high decorative masonry wall to provide exclusivity to the residents.

The project includes four distinct two-story plan types - Plans 1, 2, 3, and 4 and reverse footprints for a total of eight footprints. The floor area of these plans will range from approximately 1,690 square feet to approximately 2,284 square feet. Each floor plan (**Exhibit D**) features between three to four bedrooms, two and one-half bathrooms, a two-car garage, a kitchen, a living/dining area, and a private courtyard.

The project will feature three architectural styles - Spanish, Craftsman, and Country. Each elevation (**Exhibit E**) features varied rooflines and styles, concrete tile roofing, cantilevered second stories, and trim elements consistent with each architectural style.

The total lot coverage of the project site is 93,930 square feet or 30.1 percent, which is less than the maximum of 35.0 percent allowed. The total common open space area is 80,533 square feet, which far exceeds the minimum requirement of 49,919 square feet. The recreational amenities within the common open space include a community pool and spa, a picnic area, barbeque, and open park areas. The common open space, and all other common areas, will be maintained by the neighborhood Home Owner's Association.

The site design complies of the new neighborhood with all of the setback requirements of the PRD-D zone with the exception of the minimum side setback from a private street and the minimum rear setback between structures. Section 18.90.070(G)(2)(a) of the RMC requires a side setback of 27 feet between the structure and the curb face of a private street, while Section 18.90.070(G)(3) of the RMC requires a rear setback between structures of 40 feet. The project includes side setbacks to the curb face of a private street as low as 16 feet, and rear setbacks between structures as low as 28 feet. However, Section 18.90.070(G)(4) of the RMC allows the Planning Commission to modify the required setbacks based on evidence that a deviation from the required setback will be in keeping with the intent of the PRD-D zone. According to Section 18.090.020(B) of the RMC, the intent of the PRD-D zone is to provide greater flexibility to developments that employ creative and practical concepts that are not possible through the strict application of R-1 regulations. Essentially, the intent of the PRD-D zone is to encourage small lot subdivisions with common open space amenities in place of large private yards. However, the required side and rear setbacks are an impediment towards achieving that concept. In fact, the required 27-foot setback between the structure and street curb face, and the 40-foot setback between structures are no different from that required by the R-1C zone. This brings into question what a developer's incentive is to utilize PRD-D zone, since strict application of the PRD-D standards requires the same amount of side and rear setback while also requiring additional common open space that is not required in a typical R-1 development. Even with a minimum side setback of 16 feet from the structure to the curb face of a private street, and a rear setback of 28 feet between structures, each residence will still possess a substantial private yard, while also having access to adequate common open space. Therefore, the project would still be in character with the intent of the PRD-D zone.

Additionally, none of the nearby PRD-D developments, including Bloomington Lane, Discovery Rialto, and Park Crest, as well as the recently approved DP Management project near San

Bernardino Avenue and Spruce Avenue, adhere to the side and rear setbacks required by Section 18.90.070(G)(2)(a) and Section 18.90.070(G)(3) of the RMC. Side setbacks between structures and the curb face of a private street are as low as 10 feet in Bloomington Lane, 14 feet in Discovery Rialto, 15 feet in Park Crest, and 13 feet in DP Management's project. Meanwhile, rear setbacks between structures are as low as 22 feet in Bloomington Lane, 34 feet in Discovery Rialto, 35 feet in Park Crest, and 20 feet in DP Management's project. As proposed, the applicant's project is in character with all of the surrounding PRD-D developments.

### *Parking*

Per Section 18.90.070(I)(1) of the Rialto Municipal Code, each dwelling unit shall provide a private garage with no less than two parking spaces. Additionally, per Section 18.90.070(I)(2) of the Rialto Municipal Code, one guest parking space is required for every five dwelling units. As previously noted, the project includes a two-car garage for each dwelling unit in compliance with the minimum parking requirement. Additionally, the project will provide 42 guest parking spaces, which are 27 spaces over the minimum required.

### *General Plan Amendment No. 15-01 & Zone Change No. 332*

As previously noted, the entire project site has a General Plan land use designation of Residential 2 (0.1 - 2.0 du/acre) with a Historic Agriculture Overlay and a zoning designation of Agricultural (A-1). Per Section 18.08.030A of the Rialto Municipal Code, the minimum lot size allowed in the A-1 zone is one (1) acre, while the Residential 2 general plan designation limits development of the project site to a maximum of two (2) dwelling units per acre. Thus, the current general plan land use designation and the current zoning designation cannot accommodate the density of the proposed subdivision.

In order to develop the proposed project, the developer has applied for a Zone Change and a General Plan Amendment. A General Plan land use designation of Residential 12 (6.1 - 12.0 du/ac) and a zoning designation of Planned Residential Development Detached (PRD-D) are the most logical designations to accommodate the project. These designations can allow the desired density while maintaining consistency with the detached single-family character of the surrounding area.

The PRD-D zone and the Residential 12 General Plan land use designation are consistent with the surrounding developments. For instance, as shown in the attached zoning and General Plan exhibit (**Exhibit F**), there are several existing PRD-D/Residential 12 developments near the project site, including Bloomington Lane, which is approximately one-half mile east of the project site, and Discovery Rialto and Park Crest, which are both approximately one-half mile south of the project site.

Of note, the General Plan Amendment and the zone change do not include the 1.93 net-acre remainder parcel. This property will remain zoned A-1 with a Residential 2 with a Historic Agriculture Overlay to facilitate continued use of the existing single-family residence and the leftover orange grove.

Exhibits demonstrating the existing and proposed General Plan land use designations and the zoning designations of the project site are attached to the staff report as **Exhibits G-J**.

### *Economic Development Committee*

The Economic Development Committee (EDC) reviewed the project on January 28, 2016. The EDC supported the project, but instructed the applicant and staff to conduct a public meeting to introduce the surrounding area to the project. Staff subsequently held a public meeting for the project at the

Inland Lighthouse Church on February 16, 2016.

#### *Development Review Committee*

The Development Review Committee (DRC) reviewed the project on October 21, 2015. The DRC recommended approval of the project subject to the applicant revising the design. The DRC required revisions to the plotting of the lots, enhancement of the project entrance, and a requirement for a fourth floor plan type. All of the DRC's revisions have been incorporated into the project plans. Public Works Engineering conditions of approval were also gathered at the meeting and have been incorporated into the Resolution of Approval for the Tentative Map.

#### *Transportation Commission*

Kunzman Associates, Inc. prepared a traffic study for the project (dated December 4, 2015) to assess potential impacts to local streets and intersections. The Transportation Commission reviewed and approved the traffic study on February 3, 2016. A total of 773 daily passenger car trips are anticipated, with 58 AM peak hour trips and 77 PM peak hour trips. The traffic study determined that the project will not result in any reduction to the level of service of any local streets and no significant traffic impact will occur with development of the project. Upon approval of the traffic study, the Transportation Commission recommended the inclusion of a condition of approval requirement a "fair share" payment toward the cost of a future median in Cactus Avenue along the project frontage. Additionally, payment of development impact fees related to traffic will also be required. The applicant must pay all "fair-share" payments and development impact fees prior to issuance of any Certificate of Occupancy.

#### *Community Meeting*

On February 16, 2016, the applicant and the Planning Division conducted a meeting to introduce the project to all property owners within 300 feet of the project site. The City mailed notices to 103 property owners inviting each of them to attend the meeting. The meeting was held at Inland Lighthouse Church located at 1123 S. Cactus Avenue. Seven (7) residents attended the meeting (**Exhibit K**) with three (3) providing written comment about the project (**Exhibit L**). The main topics discussed were the project density, buffering and setbacks between the neighboring residences, the preservation of the southern portion of the orange grove, dwelling unit size, and pest control during construction. Generally, each question was answered to the attendee's satisfaction; however, to address concerns regarding the project density and buffering, the applicant agreed to revise its plan. The revisions included reducing the unit count from seventy-seven (77) to seventy-five (75) and the incorporation of a six (6) foot planter buffer along the west property line. The latest project plans incorporate all of the revisions.

#### *Planning Commission*

On March 8, 2016, the Planning Commission held a public hearing and considered oral and written testimony for General Plan Amendment No. 15-01, Zone Change No. 332, Tentative Tract Map No. 19977, and the associated Mitigated Negative Declaration (Environmental Assessment Review No. 15-52). After consideration, the Planning Commission recommended approval of the project to the City Council. A copy of the staff report from the March 9, 2016 meeting and the adopted Planning Commission Resolutions are attached (**Exhibits M - P**).

#### ENVIRONMENTAL IMPACT:

The Altum Group prepared an Initial Study (Environmental Assessment Review No. 15-52) to assess the potential environmental impacts of the proposed project, in accordance with the requirements of

the California Environmental Quality Act (CEQA). Although the Initial Study indicates that the project could present a significant effect in relation to air quality, biological resources, cultural resources, hazards and hazardous materials, and noise, staff determined that any potential impacts would be reduced to a level of insignificance through the implementation of mitigation measures contained within the Initial Study.

Based on the findings and recommended mitigation within the Initial Study, staff determined that the project will not have an adverse impact on the environment and a Mitigated Negative Declaration was prepared. A Notice of Intent to adopt the Mitigated Negative Declaration for the project was published in the San Bernardino Sun newspaper and mailed to all property owners within 300 feet of the project site. A twenty (20) day public comment period ran from February 12, 2016 to March 2, 2016. The City did not receive any public comments regarding the Initial Study during the required twenty (20) day review period. The Initial Study, which includes the supporting Acoustical Analysis Report, Air Quality and Greenhouse Gas Emissions Impact Analysis, Noise Impact Analysis, Phase I Environmental Site Assessment, Traffic Impact Analysis, and the Mitigation Monitoring and Reporting Program (MMRP), is attached to the agenda report (**Exhibit Q**).

GENERAL PLAN CONSISTENCY:

Upon approval of the proposed General Plan Amendment, the project will be consistent with the following goals of the Land Use Element of the Rialto General Plan:

**Goal 2-19:** Encourage neighborhood preservation, stabilization, and property maintenance.

**Goal 2-21:** Ensure high-quality planned developments in Rialto.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

The developer will bear the full capital cost of the residential project and required infrastructure improvements. The developer will also be responsible for the payment of development impact fees to offset the cost of off-site infrastructure. The City will impose all improvements and development impact fees through the Conditions of Approval of the required Precise Plan of Design. No City funds will be used to construct the project.

Fiscal impact reports for similar developments within the City projected an average annual net operating cost of (\$508) per residential unit (with Utility Tax) and (\$844) per residential unit (without Utility Tax). At stabilized occupancy, the proposed project of 75 homes would cost the City General Fund \$38,100 to \$63,300 more per year to service than the revenues derived. Several years ago, the City considered a Community Facilities District to offset this residential deficit, but did not adopt the program. Staff recommends that, as a condition of the zone change, that the Applicant pay for the preparation of an operating fiscal impact report and mitigate the impacts (if any) through the annexation into a Community Facilities District, payment of a one-time mitigation fee, or other acceptable mitigation measures.

RECOMMENDATION:

Staff recommends that the City Council Conduct a Public Hearing to consider:

- Adopt a Mitigated Negative Declaration (Environmental Assessment Review No. 15-52) for the proposed project and authorize staff to file a Notice of Determination with the Clerk of the Board of San Bernardino County; and
- Adopt the attached resolution (**Exhibit R**) approving General Plan Amendment No. 15-01 to change the land use designation of approximately 7.16 net-acres of land, detailed in the legal description attached as **Exhibit S**, from Residential 2 (0.1-2.0 du/acre) with a Historic Agriculture Overlay to Residential 12 (6.1-12.0 du/acre subject to the findings and conditions therein; and
- Adopt the attached resolution (**Exhibit T**) approving Zone Change No. 332 to change the zoning designation of approximately 7.16 net acres of land, detailed in the legal description attached as **Exhibit S**, from Agricultural (A-1) to Planned Residential Development-Detached (PRD-D) subject to the findings and conditions therein; and
- Adopt the attached resolution (**Exhibit U**) approving Tentative Tract Map No. 19977 allowing the subdivision of 9.24 gross acres of land (APNs: 0128-461-39 & -40) into seventy-five (75) detached single-family lots, one (1) common lot, and one (1) 1.93 net acre remainder lot subject to the findings and conditions therein.

75 LOTS  
LETTERED LOTS A THROUGH Q  
7.52 ACRES GROSS  
7.28 ACRES NET

# TRACT NO. 19977

SHEET 1 OF 6 SHEETS

IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 230, AS  
RECORDED 6/23/16 AS INSTRUMENT NO. 2016-0249082, OFFICIAL RECORDS, IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KELSOE AND ASSOCIATES, INC.

JUNE 2016

### OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THIS MAP; AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, ASSIGNS AND HOMEOWNER'S ASSOCIATION FOR THE USE AND BENEFIT OF PRESENT AND FUTURE OWNERS:

LETTERED LOTS A THROUGH L FOR PRIVATE ACCESS, PRIVATE LANDSCAPING, PRIVATE STORM DRAIN AND PRIVATE UTILITIES PURPOSES;

LETTERED LOTS M THROUGH Q FOR PRIVATE ACCESS, PRIVATE LANDSCAPING AND PRIVATE STORM DRAIN PURPOSES.

EASEMENTS FOR PRIVATE ACCESS, LANDSCAPING AND DRAINAGE PURPOSES AS DELINEATED ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF RIALTO, CACTUS AVENUE FOR PUBLIC STREET PURPOSES, THE ACCESS EASEMENT FOR EMERGENCY VEHICULAR ACCESS AND PUBLIC UTILITY PURPOSES AS DELINEATED ON THIS MAP.

RIALTO 75, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

Kathleen A. Garvey  
Managing Member  
U.S. BANK NATIONAL ASSOCIATION,  
D/B/A HOUSING CAPITAL COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED  
JULY 20, 2016 AS INSTRUMENT NO. 2016-0289398 OF OFFICIAL RECORDS,

BY: [Signature]  
NAME: DAVID PROUSE  
TITLE: SVP

### NOTARY 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 )  
 ) S.S.  
COUNTY LOS ANGELES )

ON OCTOBER 10, 2016, BEFORE ME, HAYDEE ALVAREZ-NOTARY PUBLIC, PERSONALLY APPEARED KATHLEEN A. GARVEY, 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  
SIGNATURE: [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS  
IN: LOS ANGELES COUNTY.

MY COMMISSION EXPIRES: MAY 8, 2017

2022345  
MY COMMISSION NUMBER

### NOTARY 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 )  
 ) S.S.  
COUNTY OF SAN BERNARDINO )

ON October 7, 2016, BEFORE ME, Brianne N. Damchen, Notary Public, PERSONALLY APPEARED David Prouse, 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  
SIGNATURE: [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS  
IN: Orange COUNTY.

MY COMMISSION EXPIRES: Aug. 16 2019

2123896  
MY COMMISSION NUMBER

### SIGNATURE OMISSIONS:

THE SIGNATURES OF THE FOLLOWING HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a) (3) (A) (I-VIII) OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AS THEIR INTERESTS CANNOT RIPEN INTO A FEE.

1. JOHN PAVELAK AND KRISTINE PAVLEK, HUSBAND AND WIFE, HOLDER OF AN EASEMENT FOR UTILITY, DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 08, 1977 AS NO. 1429 IN BOOK 9258, PAGE 1783 OF OFFICIAL RECORDS.

2. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION SYSTEMS, RECORDED JULY 10, 1979 AS NO. 670 IN BOOK 9724, PAGE 1112 OF OFFICIAL RECORDS.

3. THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION SYSTEMS, RECORDED JULY 10, 1979 AS NO. 671 IN BOOK 9724, PAGE 1113 OF OFFICIAL RECORDS.

4. CITY OF RIALTO, BODY OF POLITIC, HOLDER OF AN EASEMENT FOR UTILITY, DRAINAGE PURPOSES AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 1984 AS NO. 1984-7408 OF OFFICIAL RECORDS.

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER 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 CRESTWOOD CORPORATION IN JUNE 2015 AND THAT ALL MONUMENTS SHOWN HEREON ARE THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN 24 MONTHS AFTER RECORDATION DATE OF THIS MAP AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY

SIGNED: [Signature] 10/7/16  
ROBERT T. KELSOE, P.L.S., 6957 DATE



### CITY ENGINEER'S CERTIFICATE:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

ROBERT G. EISENBEISZ, RCE 54931 DATE  
CITY ENGINEER  
CITY OF RIALTO

### CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

[Signature] 10/13/16  
CARLETON W. LOCKWOOD, JR., LS 7378 DATE  
ACTING CITY SURVEYOR,  
CITY OF RIALTO



### CITY CLERK'S CERTIFICATE:

I, BARBARA A. MCGEE, CITY CLERK FOR THE CITY OF RIALTO, DO HEREBY CERTIFY THAT THE CITY COUNCIL, BY A MOTION DULY SECONDED AND PASSED, APPROVED THE ATTACHED MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

AND THAT THEREUPON, SAID COUNCIL DID ACCEPT, ON BEHALF OF THE CITY OF RIALTO FOR PUBLIC USE:

EASEMENT(S) FOR STREETS AND PUBLIC UTILITY PURPOSES, IN, UNDER, OVER, THROUGH AND ACROSS CACTUS AVENUE SUBJECT TO THEIR IMPROVEMENT AND ACCEPTANCE BY THE CITY OF RIALTO, AS SHOWN ON THIS FINAL MAP.

ALL VEHICULAR ACCESS RIGHTS TO LETTERED LOTS P AND Q WHERE THEY ABUT CACTUS AVENUE, AS SHOWN ON THIS FINAL MAP.

THE ACCESS EASEMENT FOR EMERGENCY VEHICULAR ACCESS AND PUBLIC UTILITY PURPOSES AS DELINEATED ON THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BARBARA A. MCGEE  
CITY CLERK  
CITY OF RIALTO

### COUNTY AUDITOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE: 25000

OSCAR VALDEZ  
COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
COUNTY OF SAN BERNARDINO, CALIFORNIA

DATED: 10/12/16 BY: [Signature]  
DEPUTY

### BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF 25000 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LAURA H. WELCH  
CLERK OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA

DATED: 10/12/16 BY: [Signature]  
DEPUTY

### SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE:

THIS MAP HAS BEEN FILED UNDER THE DOCUMENT NUMBER \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M, IN,

BOOK \_\_\_\_\_ OF MAPS AT PAGE (S) \_\_\_\_\_, AT THE

REQUEST OF \_\_\_\_\_ IN THE AMOUNT OF

\$ \_\_\_\_\_

BOB DUTTON  
ASSESSOR-RECORDER  
COUNTY OF SAN BERNARDINO

BY: \_\_\_\_\_  
DEPUTY RECORDER

75 LOTS  
LETTERED LOTS A THROUGH Q  
7.52 ACRES GROSS  
7.28 ACRES NET

# TRACT MAP NO. 19977

IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 230, AS  
RECORDED 6/23/16 AS INSTRUMENT NO. 2016-0249082, OFFICIAL RECORDS, IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KELSOE AND ASSOCIATES, INC. JUNE 2016  
TRACT 9688, M.B. 135/100-101

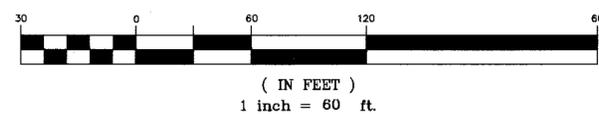
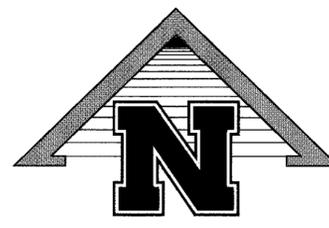
TRACT 9493, M.B. 132/50

FD. 1" IP, OPEN, NO REF.

FD. 1" IP, OPEN IN LIEU OF  
1" IP TAGGED RCE 9101 PER  
MB 140/3-4. ACCEPT. AS NW  
COR. LOT 302, MB 11/12

FD. 3/4" IP, OPEN  
PER MB 135/100-101

FD. NAIL & TAG RCE  
9101 PER MB 132/50



WEST 1/2, LOT 302  
M.B. 11/12

### EASEMENT NOTES

- (A) RIGHT-OF-WAY DEDICATION PER INST. NO. 2010-0166761 OR.
- (B) RIGHT-OF-WAY DEDICATION PER INST. NO. 2010-0166762 OR.
- (C) EASEMENT FOR PUBLIC UTILITY PURPOSES PER INST. NO. 670 REC. 7/10/79 IN BK. 9724 PG. 1112 OR.
- (D) EASEMENT FOR PUBLIC UTILITY PURPOSES PER INST. NO. 671 REC. 7/10/79 IN BK. 9724 PG. 1113 OR.
- (E) EASEMENT FOR UTILITY AND DRAINAGE PURPOSES PER INST. NO. 1429 REC. 9/8/77 IN BK. 9258 PG. 1783 OR.
- (F) EASEMENT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES PER INST. NO. 84-007408 OR.

### SURVEYOR'S NOTES

1"x18" I.P. TAGGED "L.S. 6957" TO BE SET AT ALL RIGHT-OF-WAY CORNERS, ALL LOT CORNERS AND ALL INTERIOR TRACT BOUNDARY CORNERS UNLESS OTHERWISE NOTED. IN THE EVENT THIS CANNOT BE SET, A NAIL AND TACK TAGGED "L.S. 6957" WILL BE SET ON TOP OF WALL, WALL FOOTING, OR FOR FRONT CORNERS, IN TOP OF CURB ON PROJECTION OF SIDE LOT LINES.

C.S.M INDICATES SAN BERNARDINO COUNTY SURVEYOR'S MONUMENT  
C.S.F.B. INDICATES SAN BERNARDINO COUNTY SURVEYOR'S FIELD BOOK

### LEGEND:

- INDICATES FOUND MONUMENT AS NOTED.
- R1 INDICATES REC. BEARINGS & DIST. PER MB 140/3-4.
- R2 INDICATES REC. BEARINGS & DIST. PER MB 146/77-78.
- R3 INDICATES REC. BEARINGS & DIST. PER MB 146/75-76.
- R4 INDICATES REC. BEARINGS & DIST. PER MB 132/50.
- INDICATES SPIKE & WASHER "L.S. 6957" TO BE SET AT ALL STREET CENTERLINE POINTS AS SHOWN
- 1" I.P. & TAG "L.S. 6957", OR NAIL & TAG "L.S. 6957" IN TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS. SET BRASS TAG AND TACK IN LEAD IN TOP OF CURB AT THE PROLONGATION OF LOT LINES IN LIEU OF FRONT CORNERS.

SPRUCE AVENUE

(N00°32'47"W  
N00°29'55"W

N00°30'43"W 1323.64'  
(N00°32'47"W 1323.85' R1)

FD. 1" IP & PLUG RCE  
9101 PER MB 146/77-78

RANDALL AVENUE

IDYLLWILD AVENUE

(N00°32'47"W  
N00°29'38"W

TRACT 9807, M.B. 140/3-4

WEST LINE, EAST 1/2, LOT 302, M.B. 11/12

(N 00°33'24" W  
N 00°30'44" W

S MANDARIN LANE

S BRAMPTON LANE

S CLEMENTINE LANE

S FILLMORE AVENUE

CACTUS AVENUE

(N 00°31'32" W  
(N 00°34'02" W

TRACT 10093, M.B. 146/77-78

TRACT 10173, M.B. 146/75-76

**BASIS OF BEARINGS**  
THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM  
OF 1983, ZONE 5 DATUM, BASED LOCALLY ON A LINE BETWEEN  
NGS POINTS EV3625 & EV9076, BEING NORTH 79°20'19" EAST.

FD. 1" IP TAGGED RCE  
9101 PER MB 146/75-76

ALRU STREET  
(N 89°30'28" E 190.00' R3)  
N 89°33'09" E 189.91'

(N 00°34'02" W 449.90' R3)  
(N 00°31'32" W 449.91'

ADDITIONAL  
RIGHT-OF-WAY  
DEDICATION TO THE  
CITY OF RIALTO FOR  
STREET AND PUBLIC  
UTILITY PURPOSES

ACCESS EASEMENT  
W ORCHARD AVENUE

PARCEL 'A'  
LLA 230  
PER INST  
#2016-0249082

PARCEL 'B'  
LLA 230  
PER INST #2016-0249082

ACCESS EASEMENT BY  
SEPARATE INSTRUMENT

W JAMES STREET

ADAMS LANE

JAMES STREET

627.96' (627.96' R1)  
659.96' (659.96' R1)

(N 89°30'47" E  
N 89°33'33" E

1319.92' R1  
1319.92'

599.96'  
609.96'  
629.96'  
659.96' (659.96' R1)

36.18'  
FD. NAIL & TAG RCE  
9101 PER MB 132/50

N 00°31'32" W 660.09'  
(N 00°34'02" W 659.90' R4)

659.79'  
659.90' R1

N 00°31'32" W 519.75'  
(N 00°34'02" W

140.04'  
FD. 1" IP, OPEN, DN. 0.2  
IN LIEU OF 1" IP TAGGED  
RCE 9101. ACCEPT. AS  
SE COR. LOT 302, MB 11/12

75 LOTS  
 LETTERED LOTS A THROUGH Q  
 7.52 ACRES GROSS  
 7.28 ACRES NET

# TRACT NO. 19977

SHEET 3 OF 6 SHEETS

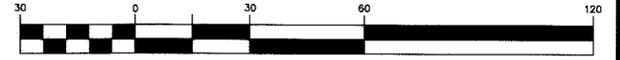
IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 230, AS  
 RECORDED 6/23/16 AS INSTRUMENT NO. 2016-0249082, OFFICIAL RECORDS, IN  
 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KELSOE AND ASSOCIATES, INC.

JUNE 2016

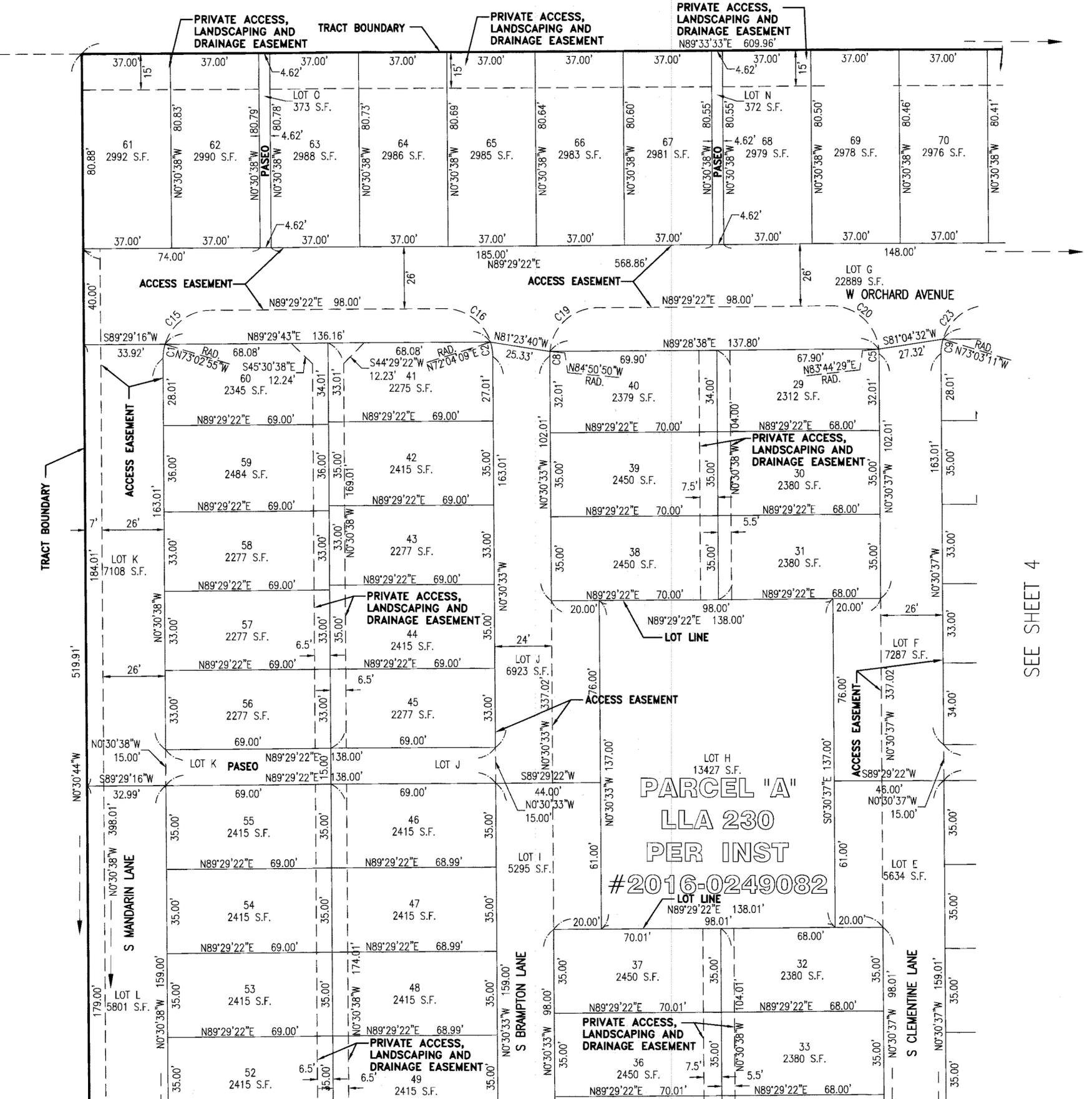


GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.

SEE SHEET 2 FOR SURVEYORS NOTES.



SEE SHEET 4

LOT H  
 13427 S.F.  
**PARCEL "A"**  
**LLA 230**  
**PER INST**  
**#2016-0249082**

SEE SHEET 5

CURVE DATA TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	6.10'	20.00'	172°43"	3.07'
C2	6.08'	20.00'	172°51"	3.06'
C5	2.01'	20.00'	5°44'53"	1.00'
C8	1.98'	20.00'	5°39'43"	0.99'
C9	6.09'	20.00'	172°27'	3.07'
C15	25.32'	20.00'	72°32'17"	14.67'
C16	25.34'	20.00'	72°34'46"	14.69'
C19	30.43'	20.04'	86°59'30"	19.02'
C20	29.23'	20.00'	83°44'29"	17.93'
C23	25.32'	20.00'	72°32'33"	14.68'

75 LOTS  
 LETTERED LOTS A THROUGH Q  
 7.52 ACRES GROSS  
 7.28 ACRES NET

# TRACT NO. 19977

SHEET 4 OF 6 SHEETS

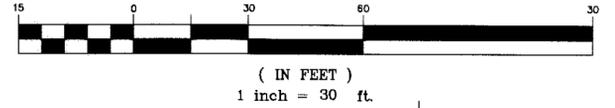
IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 230, AS  
 RECORDED 6/23/16 AS INSTRUMENT NO. 2016-0249082, OFFICIAL RECORDS, IN  
 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KELSOE AND ASSOCIATES, INC.

JUNE 2016

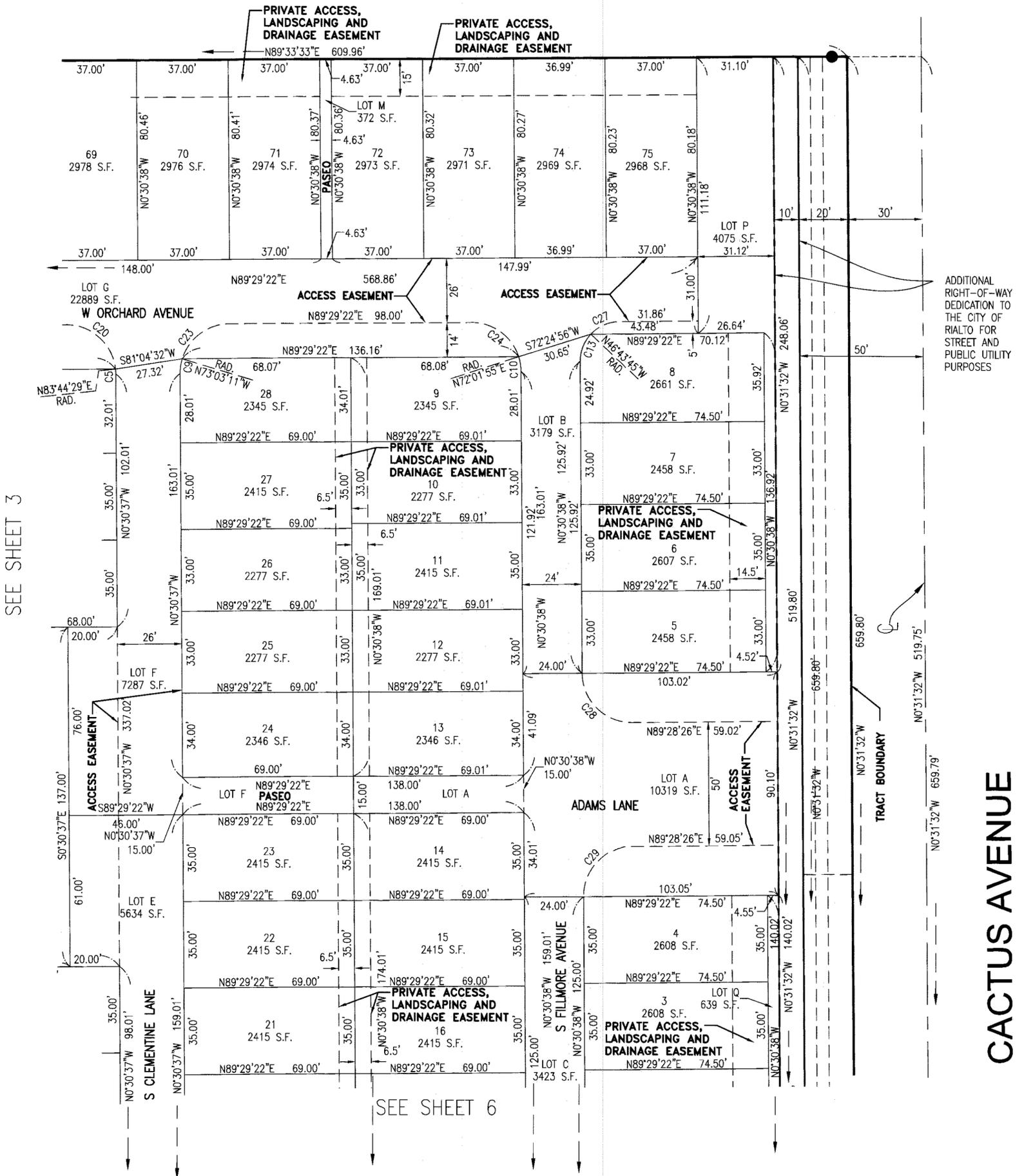


GRAPHIC SCALE



SEE SHEET 2 FOR SURVEYORS NOTES.

## TRACT 9493, M.B. 132/50



CURVE DATA TABLE					CURVE DATA TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C5	2.01'	20.00'	5°44'53"	1.00'	C23	25.32'	20.00'	72°32'33"	14.68'
C9	6.09'	20.00'	17°27'27"	3.07'	C24	25.14'	20.00'	72°01'55"	14.54'
C10	6.09'	20.00'	17°27'27"	3.07'	C27	13.00'	16.00'	46°34'03"	6.89'
C13	12.14'	15.76'	44°07'48"	6.39'	C28	31.24'	20.00'	89°29'22"	19.82'
C20	29.23'	20.00'	83°44'29"	17.93'	C29	31.23'	20.00'	89°28'26"	19.82'

75 LOTS  
 LETTERED LOTS A THROUGH Q  
 7.52 ACRES GROSS  
 7.28 ACRES NET

# TRACT NO. 19977

SHEET 5 OF 6 SHEETS

IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA  
 BEING A SUBDIVISION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 230, AS  
 RECORDED 6/23/16 AS INSTRUMENT NO. 2016-0249082, OFFICIAL RECORDS, IN  
 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

KELSOE AND ASSOCIATES, INC.

JUNE 2016



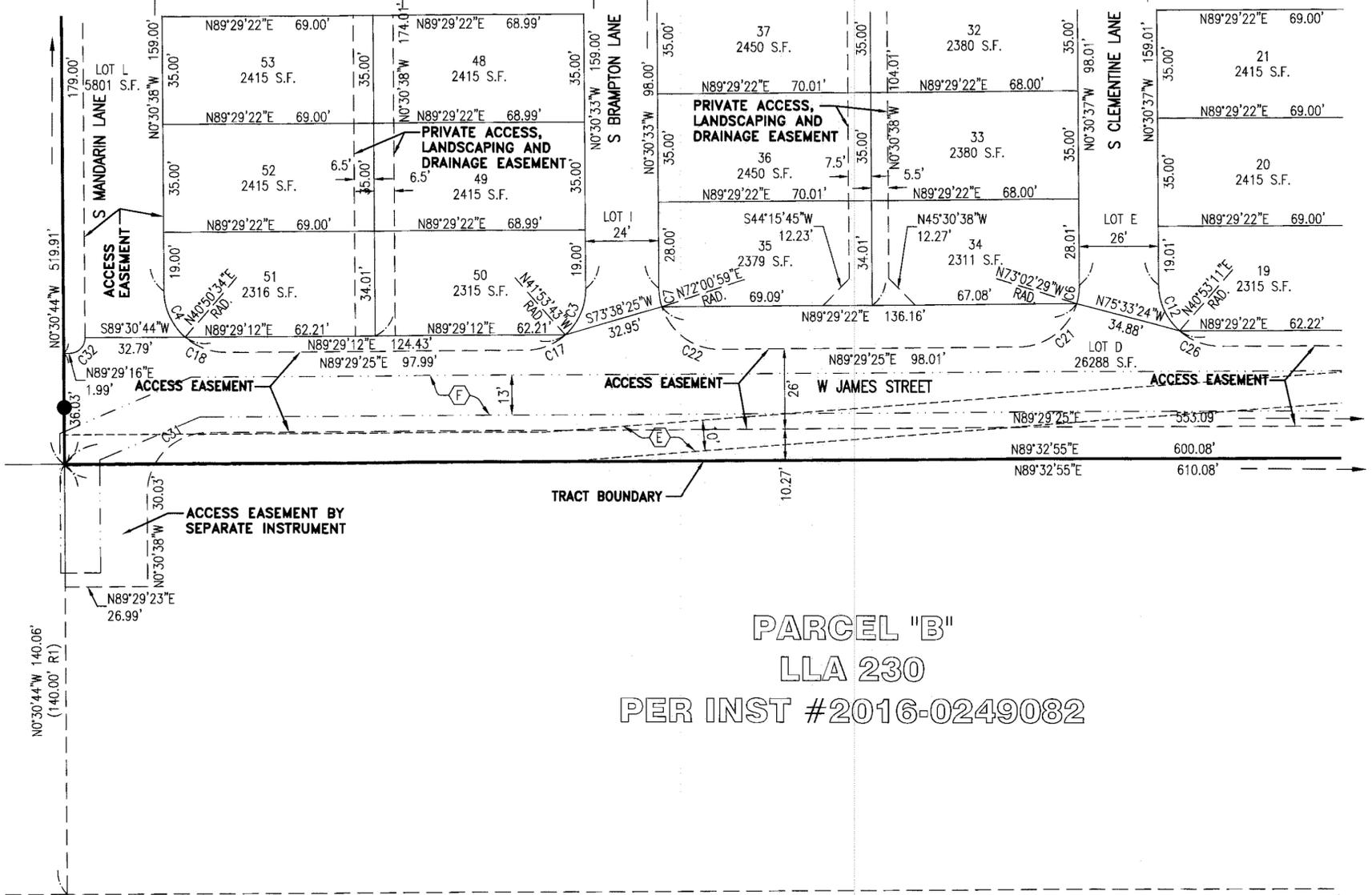
GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.

SEE SHEET 2 FOR SURVEYORS NOTES.

SEE SHEET 3



SEE SHEET 6

PARCEL "B"  
 LLA 230  
 PER INST #2016-0249082

**EASEMENT NOTES**

- (E) EASEMENT FOR UTILITY AND DRAINAGE PURPOSES PER INST. NO. 1429 REC. 9/8/77 IN BK. 9258 PG. 1783 OR.
- (F) EASEMENT FOR PUBLIC UTILITY AND DRAINAGE PURPOSES PER INST. NO. 84-007408 OR.

CURVE DATA TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C3	16.97'	20.00'	48°36'50"	9.03'
C4	16.98'	20.00'	48°38'48"	9.04'
C6	6.10'	20.00'	17°28'08"	3.07'
C7	6.10'	20.00'	17°28'28"	3.07'
C12	16.97'	20.00'	48°36'11"	9.03'
C17	14.45'	20.00'	41°23'08"	7.55'
C18	14.26'	20.00'	40°50'34"	7.45'
C21	25.32'	20.00'	72°31'54"	14.67'
C22	25.32'	20.00'	72°31'34"	14.67'
C26	14.45'	20.00'	41°23'46"	7.56'
C31	31.42'	20.00'	90°00'03"	20.00'
C32	7.85'	5.00'	89°59'54"	5.00'

75 LOTS  
 LETTERED LOTS A THROUGH Q  
 7.52 ACRES GROSS  
 7.28 ACRES NET

# TRACT NO. 19977

SHEET 6 OF 6 SHEETS

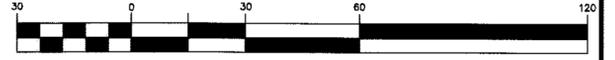
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KELSOE AND ASSOCIATES, INC.

JUNE 2016

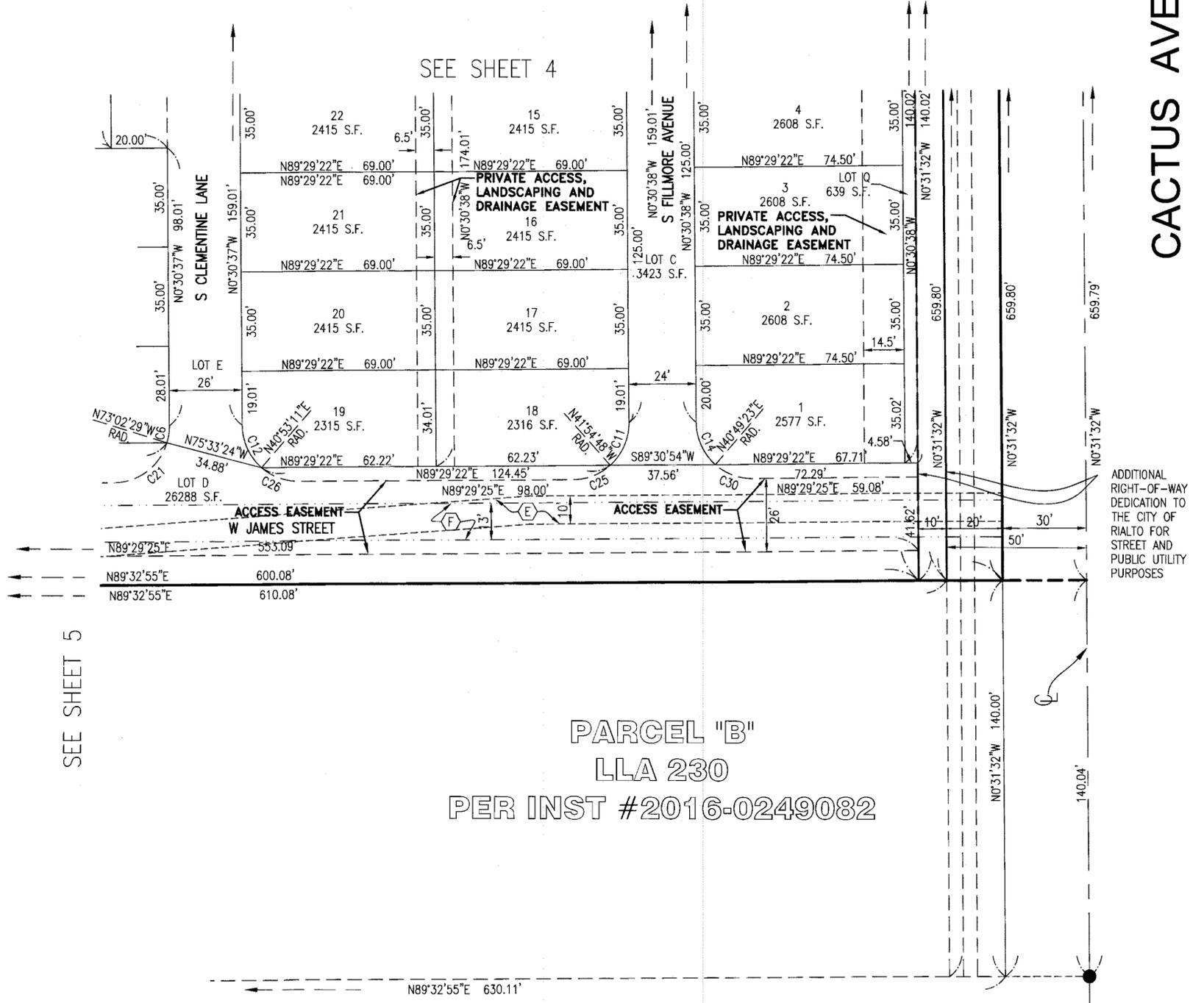


GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.

SEE SHEET 2 FOR SURVEYORS NOTES.



**EASEMENT NOTES**

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CURVE DATA TABLE				
CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C6	6.10'	20.00'	17°28'08"	3.07'
C11	16.96'	20.00'	48°35'50"	9.03'
C12	16.97'	20.00'	48°36'11"	9.03'
C14	16.99'	20.00'	48°39'59"	9.04'
C21	25.32'	20.00'	72°31'54"	14.67'
C25	14.45'	20.00'	41°24'13"	7.56'
C26	14.45'	20.00'	41°23'46"	7.56'
C30	14.43'	20.00'	41°19'58"	7.54'

**SUBDIVISION IMPROVEMENT AGREEMENT**

**by and between**

**CITY OF RIALTO**

**and**

Rialto 75, LLC

510 W. Citrus Edge Street, Glendora, CA 91740

---

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN**

**THE CITY OF RIALTO**

**AND**

Rialto 75, LLC

**Agreement Date:** \_\_\_\_\_

**Subdivider Name:** Rialto 75, LLC (hereinafter "Subdivider")

**Subdivision Name:** \_\_\_\_\_ **Tract No.** 19977 (**No. of Lots:** 1-75) (hereinafter "Subdivision")

**Tentative Tract Map No.:** 19977 (**Approval Date:** March 9, 2016) (hereinafter "Approved Tentative Map")

**Improvement Plans Approved On:** \_\_\_\_\_ (hereinafter "Plans")

**Estimated Total Cost of Improvements:** \$ 51,000.00  
(including \_\_\_\_\_)

**Estimated Total Cost of Monumentation:** \$ 5,000.00 (based upon the Plans, including individual lots, subdivision boundary and public improvements)

**Security:**

**Bond Nos.:** 0704594 & 0704595

**Surety:** International Fidelity Insurance Company

- OR -

**Irrevocable Standby Letter of Credit No.:** \_\_\_\_\_

**Financial Institution:** \_\_\_\_\_

- OR -

**Cash/Certificate of Deposit, Agreement Dated:** \_\_\_\_\_

**Financial Institution:** \_\_\_\_\_

**Designees for the Service of Written Notice:**

<p><b>CITY:</b>                  City Engineer                  City of Rialto                  150 S. Palm Avenue                  Rialto, CA 92376                  Tel.: (909) 820-2525</p>	<p><b>SUBDIVIDER:</b>                  Name: <u>Rialto 75, LLC</u>                  Address: <u>510 W. Citrus Edge Street</u>  <u>Glendora, CA 91740</u>                  Tel.: <u>(626) 914-1943</u></p>
<p><b>CITY PROJECT INSPECTOR</b>                  Oskar Vargas                  City of Rialto Public Works Department                  335 W. Rialto Avenue                  Rialto, CA 92376                  Tel.: (909) 421-7294</p>	<p><b>SURETY</b>                  Name: <u>International Fidelity Insurance Company</u>                  Address: <u>2400 E. Katella Ave., suite 250</u>  <u>Anaheim, CA 92806</u>                  Tel.: <u>(714) 602-9170</u></p>

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## SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the CITY OF RIALTO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and Rialto 75, LLC, a California Limited Liability Company (Subdivider").

### RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 19977**, (the "Map"), located in the City of Rialto, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving **(Final/Parcel) Map No. 19977** for the Property and permitting development of the Property to proceed.

### COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$ 51,000.00.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **(Final/Parcel) Map No. 19977** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Rialto. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed

statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

## 2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement

thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Rialto business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such

contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$51,000.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$51,000.00 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$5,000.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$7,650.00 equal to 15% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Rialto, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the

City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

## 5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right,

subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:

- (i) Premises operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;
- (iii) Blanket contractual;
- (iv) Completed operations; and
- (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and

- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
  - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
  - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires 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."*
  - (iii) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.
- (d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:
- (i) "The City of Rialto, its officers, employees and agents are hereby added as additional insureds."
  - (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."
  - (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."

- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Rialto in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Rialto  
Risk Management  
150 S. Palm Avenue  
Rialto, CA 92376

## 12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy,

including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

### 13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the

Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City

ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (i) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

***[SIGNATURES ON NEXT PAGE]***

**IN WITNESS WHEREOF**, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

**CITY OF RIALTO, CALIFORNIA**

By \_\_\_\_\_  
Deborah Robertson, Mayor

**APPROVED BY THE CITY COUNCIL**

Date: \_\_\_\_\_

Agreement No. \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Barbara A. McGee, City Clerk

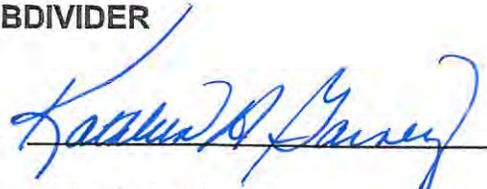
**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Fred Galante, Esq., City Attorney

**RECOMMENDED:**

By \_\_\_\_\_  
Robert G. Eisenbeisz, PE, Public Works Director/City Engineer

**SUBDIVIDER**

By:   
\_\_\_\_\_

Title: Managing Member

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.

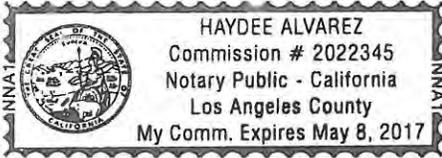
### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Los Angeles } **SS.**

On October 18, 2016, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Kathleen A. Garvey,  
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.

*[Handwritten Signature]*  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

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

#### Description of Attached Document

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### Additional Information

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- Other

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

#### Capacity Claimed By The Signer

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one who can show they have authority to bind the Subdivider for purposes of this Agreement.)

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(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 Signature:

Notary Seal:

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one who can show they have authority to bind the Subdivider for purposes of this Agreement.)

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(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 Signature:

Notary Seal:

**EXHIBIT "A"**

**TRACT \_\_\_\_\_ MAP NO. 19977 LEGAL DESCRIPTION**

Tract \_\_\_\_\_ Map No. 19977, as recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_ inclusive, records of San Bernardino County, California.

**EXHIBIT "B"**

**TENTATIVE TRACT MAP NO. 19977 CONDITIONS OF APPROVAL**

The Conditions issued to Subdivider for development of the Property follow this page.

## EXHIBIT "C"

TENTATIVE TRACT NO. 19977

(Subdivision/Unit No.)

Rialto 75, LLC, a California Limited Liability Company

(Subdivider)

### ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Rialto for the above-referenced Subdivision, Subdivider hereby warrants to the City of Rialto that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

Exhibit "B"

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

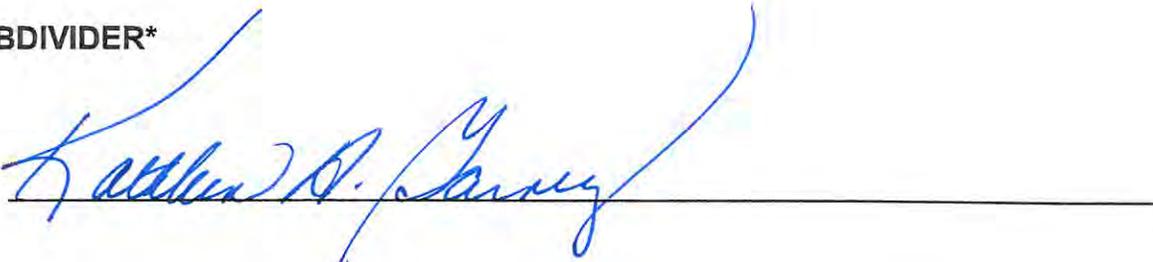
5. All persons executing this warranty hereby represent and warrant to the City of Rialto, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Rialto.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: October 18, 2016

**SUBDIVIDER\***

By:



\*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.

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.

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

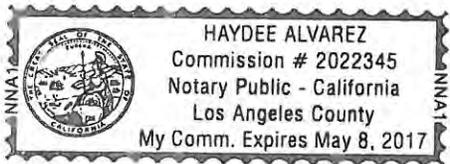
} SS.

On October 18, 2016, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

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

**Description of Attached Document**

\_\_\_\_\_ (Title or description of attached document)

\_\_\_\_\_ (Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_ (Additional information)

**Capacity Claimed By The Signer**

Individual (s)

Corporate Officer \_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other: \_\_\_\_\_

**Additional Information**

Additional Signer(s)

Signer(s) Thumbprint(s)

Other

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

**Right Thumbprint of Signer** **Right Thumbprint of Signer**

\_\_\_\_\_

\_\_\_\_\_

**CITY OF RIALTO  
MONUMENTATION BOND**

Bond Number: 0704595  
Premium: \$100  
Executed In Triplicate

**WHEREAS**, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and Rialto 75 LLC (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 19977, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated OCTOBER 13, 2016, is hereby referred to and made a part hereof; and

**WHEREAS**, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement and the payment of the engineer or surveyor for the setting of said monuments.

**NOW, THEREFORE**, we, the Principal and International Fidelity Insurance Company a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held firmly bound unto the City in the penal sum of Five Thousand and 00/100 dollars (\$ 5,000.00 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement, including the setting of monuments, and any changes, additions or alterations thereto, 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 a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, 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 anyway affect its obligations on this Performance 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 Monumentation Bond has been duly executed by the Principal and Surety above named, on October 12, 2016.

PRINCIPAL: Rialto 75, LLC

By: *Kathleen A. Garvey*  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: KATHLEEN A GARVEY

Name: \_\_\_\_\_

Title: MANAGING MEMBER

Title: \_\_\_\_\_

(This Monumentation Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

This Monumentation Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On (SEE ATTACHED ACKNOWLEDGMENT) On \_\_\_\_\_

before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_  
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 signatures(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.

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 Signature:

WITNESS my hand and official seal.  
Notary Signature:

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.

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

SS.

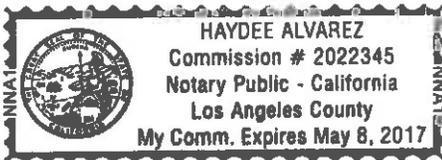
On October 13, 2016  
Date

before me, Haydee Alvarez - Notary Public  
Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey  
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.

[Handwritten Signature]  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

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#### Description of Attached Document

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### Capacity Claimed By The Signer

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other: \_\_\_\_\_

#### Additional Information

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- Other

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

Notary Seal:

Notary Seal:

**SURETY:** International Fidelity Insurance Company

By:   
\_\_\_\_\_  
William Syrkin, **Attorney-in-Fact**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, See Attached Acknowledgment,  
personally appeared \_\_\_\_\_,  
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 signatures(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 Signature: \_\_\_\_\_

Notary Seal:

Monumentation Bond

Page 4

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company

2400 East Katella Avenue, Suite 250

Anaheim, CA 92806

(Name and Address of Agent or Representative for service of process in California if different from above)

Millennium Corporate Solutions, LLC

550 North Brand Blvd., Suite 1100

Glendale, CA 91203

(Telephone Number of Surety and Agent or Representative for service of process in California)

Surety: (714) 602-9170

Agency: (818) 844-4100

\_\_\_\_\_

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**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

REBECCA HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, 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 15th day of August, 2000.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer 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, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, 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 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.



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 office 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 this

12<sup>th</sup>

day of

October, 2016

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On October 12, 2016 before me, Corinne L. Hernandez, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer Is Representing: International Fidelity Insurance Company

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**CITY OF RIALTO  
MAINTENANCE AND WARRANTY BOND**

Bond Number: 0704594  
Premium Included In Performance Bond  
Executed In Triplicate

**WHEREAS**, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and Rialto 75, LLC, (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 19977, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated \_\_\_\_\_, 20\_\_\_\_, is hereby referred to and made a part hereof; and

**WHEREAS**, Principal is required under the terms of the Agreement to maintain and guarantee the costs or repair and/or replacement of defective materials or defective workmanship in the improvements constructed pursuant to the Agreement, which guarantee shall remain in effect for a period of one (1) year from date of acceptance of work by the City, and to furnish a Maintenance and Warranty Bond for the faithful performance of the Agreement, and the payment of all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of any such maintenance and warranty work.

**WHEREAS**, Principal has completed the work required by the Agreement, and the City has accepted, or substantially concurrently herewith is accepting, the work, subject to the requirement of delivery of this obligation.

**NOW, THEREFORE**, we, the Principal, and International Fidelity Insurance Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held and firmly bound unto the City, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement, for one (1) year from and after the date of completion and acceptance of the work required by the Agreement, in the penal sum of Seven Thousand, Six Hundred Fifty and 00/100 dollars (\$ 7,650.00), lawful money of the United States, for replacement and repair of any and all defective materials or defective workmanship within said improvements, and the payment of all materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with any such maintenance or warranty, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, 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.

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

The condition of this obligation is such that if the Principal, shall well and truly make good and protect the City against the results of any work or labor done or materials or equipment furnished which are defective or not in accordance with the term of the Agreement having been used or incorporated in any part of the work performed under the Agreement, which shall have appeared or been discovered within said one-year period from final acceptance of the work done under the Agreement, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified 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 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 anyway affect its obligations on this Maintenance and Warranty Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work, or to the specifications.

\* \* \* \* \*

(Signatures on Next Page)

IN WITNESS WHEREOF, this Maintenance and Warranty Bond has been duly executed by the Principal and Surety above named, on October 12, 2016.

PRINCIPAL: Rialto 75, LLC

By: *Kathleen A. Garvey*  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: KATHLEEN A GARVEY  
Title: MANAGING MEMBER

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(This Maintenance and Warranty Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

This Maintenance and Warranty Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On (see ATTACHED ACKNOWLEDGEMENT)  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

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.

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

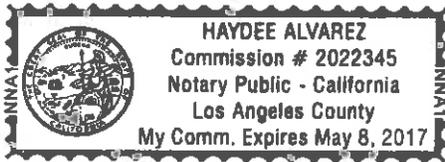
State of California }  
County of Los Angeles } **SS.**

On October 13, 2016 before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
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.

*[Handwritten Signature]*  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

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

#### Description of Attached Document

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### Additional Information

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- Other

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

#### Capacity Claimed By The Signer

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other: \_\_\_\_\_

**SURETY:** International Fidelity Insurance Company

By:   
William Syrkin, Attorney-in-Fact

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, See Attached Acknowledgment,  
personally appeared \_\_\_\_\_,  
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 signatures(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 Signature: \_\_\_\_\_

Notary Seal:

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company

2400 East Katella Avenue, Suite 250

Anaheim, CA 92806

(Name and Address of Agent or  
Representative for service of  
process in California if  
different from above)

Millennium Corporate Solutions, LLC

550 North Brand Blvd., Suite 1100

Glendale, CA 91203

(Telephone Number of Surety and  
Agent or Representative for  
service of process in California)

Surety: (714) 602-9170

Agency: (818) 844-4100

\_\_\_\_\_

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

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

REBECCA HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, 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 15th day of August, 2000.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer 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, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, 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 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.



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 office 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 this 12th day of October, 2016

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On October 12, 2016 before me, Corinne L. Hernandez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer Is Representing: International Fidelity Insurance Company

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**CITY OF RIALTO  
FAITHFUL PERFORMANCE BOND**

Bond Number: 0704594  
Premium: \$969.00  
Executed In Triplicate

**WHEREAS**, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and Rialto 75, LLC (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 19977, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated October 13, 2014, is hereby referred to and made a part hereof; and

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

**NOW, THEREFORE**, we, the Principal and International Fidelity Insurance Company a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held firmly bound unto the City in the penal sum of Fifty-One Thousand and 00/100 dollars (\$ 51,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the 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 a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligations on this Performance 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 Performance Bond has been duly executed by the Principal and Surety above named, on October 12, 2016.

PRINCIPAL: Rialto 75, LLC

By: [Signature]  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: KATHLEEN A GARVEY

Name: \_\_\_\_\_

Title: MANAGING MEMBER

Title: \_\_\_\_\_

(This Performance Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Performance Bond.)

This Performance Bond must be signed in the above space, by a person that can show signature authority to bind the Principal for purposes of this Performance Bond.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On (SEE ATTACHED ACKNOWLEDGMENT)  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

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.

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

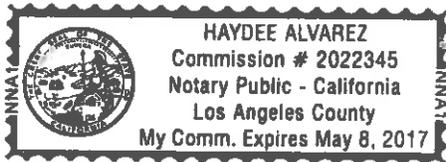
State of California  
County of Los Angeles } **SS.**

On October 13, 2016, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
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.

*[Handwritten Signature]*  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

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

#### Description of Attached Document

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### Capacity Claimed By The Signer

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other: \_\_\_\_\_

#### Additional Information

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- Other

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

Notary Seal:

Notary Seal:

**SURETY:** International Fidelity Insurance Company

By:   
\_\_\_\_\_  
William Syrkin, Attorney-in-Fact

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, See Attached Acknowledgment,  
personally appeared \_\_\_\_\_,  
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 signatures(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 Signature: \_\_\_\_\_

Notary Seal:

Performance Bond  
Page 4

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company

2400 East Katella Avenue, Suite 250

Anaheim, CA 92806

(Name and Address of Agent or Representative for service of process in California if different from above)

Millennium Corporate Solutions, LLC

550 North Brand Blvd., Suite 1100

Glendale, CA 91203

(Telephone Number of Surety and Agent or Representative for service of process in California)

Surety: (714) 602-9170

Agency: (818) 844-4100

\_\_\_\_\_

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**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

REBECCA HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN

Irvine, 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 15th day of August, 2000.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer 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, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, 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 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.



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 office 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 this

12th

day of

October, 2016

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On October 12, 2016 before me, Corinne L. Hernandez, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared William Syrkin  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: International Fidelity  
Insurance Company

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CITY OF RIALTO**  
**LABOR & MATERIALS (PAYMENT) BOND**

Bond Number: 0704594  
Premium Included In Performance Bond  
Executed In Triplicate

**WHEREAS**, the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California (hereinafter designated as the "City"), and Rialto 75, LLC, (hereinafter designated as the "Principal"), have entered into a Subdivision Improvement Agreement for (Tract/Parcel) Map No. 19977, (the "Agreement"), whereby Principal agrees to install and complete certain designated public improvements, which said Agreement, dated \_\_\_\_\_, 20\_\_\_\_, is hereby referred to and made a part hereof; and

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

**NOW, THEREFORE**, Principal and International Fidelity Insurance Company, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Agreement, and referred to in the aforesaid Civil Code in the sum of Fifty-One Thousand and 00/100 dollars (\$ 51,000.00 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Payment 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 such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Should the condition of this Payment 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 Payment Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this Payment Bond has been duly executed by the Principal and Surety above named, on October 12, 2016.

PRINCIPAL: Rialto 75, LLC

By: *Katherine A. Garvey*  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: KATHERINE A GARVEY

Name: \_\_\_\_\_

Title: MANAGING MEMBER

Title: \_\_\_\_\_

(This Payment Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

This Payment Bond must be signed in the above space by one that can show signature authority to bind the Principal for purposes of this Bond.)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On (SEE ATTACHED ACKNOWLEDGMENT)  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

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.

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

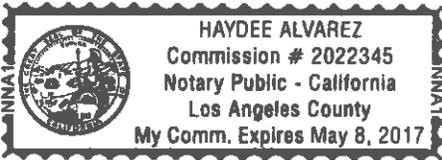
} SS.

On October 13, 2016, before me, Haydee Alvarez - Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kathleen A. Garvey,  
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.

*[Handwritten Signature]*  
Signature of Notary Public

(Seal)

#### OPTIONAL INFORMATION

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

#### Description of Attached Document

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

#### Additional Information

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- Other

Signer's Name:

Signer's Name:

Right Thumbprint  
of Signer

Right Thumbprint  
of Signer

#### Capacity Claimed By The Signer

- Individual (s)
- Corporate Officer  
\_\_\_\_\_  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other: \_\_\_\_\_

**SURETY:** International Fidelity Insurance Company

By:   
William Syrkin, Attorney-in-Fact

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, See Attached Acknowledgment,  
personally appeared \_\_\_\_\_,  
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 signatures(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 Signature: \_\_\_\_\_

Notary Seal:

**IMPORTANT:** Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and the Surety, if required, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

International Fidelity Insurance Company

2400 East Katella Avenue, Suite 250

Anaheim, CA 92806

(Name and Address of Agent or  
Representative for service of  
process in California if  
different from above)

Millennium Corporate Solutions, LLC

550 North Brand Blvd., Suite 1100

Glendale, CA 91203

(Telephone Number of Surety and  
Agent or Representative for  
service of process in California)

Surety: (714) 602-9170

Agency: (818) 844-4100

\_\_\_\_\_

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**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

REBECCA HAAS-BATES, RICHARD ADAIR, OWEN M. BROWN, WILLIAM SYRKIN

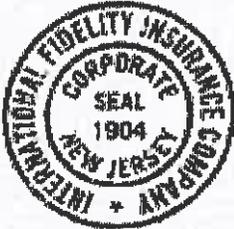
Irvine, CA

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 15th day of August, 2000.

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer 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, 2015.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, 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 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.



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 office 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 this 12<sup>th</sup> day of October, 2016

MARIA BRANCO, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

On October 12, 2016 before me, Corinne L. Hernandez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin  
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/hor/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Corinne L. Hernandez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: William Syrkin

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

Signer Is Representing: International Fidelity Insurance Company

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 RIALTO, STATE OF CALIFORNIA, APPROVING TRACT MAP  
5 19977 FOR THE SUBDIVISION OF 9.24 GROSS-ACRES OF  
6 LAND INTO SEVENTY-FIVE (75) DETACHED SINGLE-FAMILY  
7 LOTS, ONE (1) COMMON LOT, AND ONE (1) 1.93 NET ACRE  
8 REMAINDER PARCEL LOCATED ON THE WEST SIDE OF  
9 CACTUS AVENUE APPROXIMATELY 615 FEET SOUTH OF  
10 MERRILL AVENUE.

11 **WHEREAS**, Crestwood Communities applied for Tentative Tract Map No. 19977  
12 (“TTM 19977) to subdivide 9.24 gross-acres of land into seventy-five (75) detached single-  
13 family lots, one (1) common lot, and one (1) 1.93 net acre remainder parcel located on the  
14 West side of Cactus Avenue approximately 615 feet south of Merrill Avenue; and

15 **WHEREAS**, the City Council of the City of Rialto, at its meeting of April 12, 2016,  
16 approved TTM 19977 subject to conditions; and

17 **WHEREAS**, the Subdivider offers for dedication to the City for public use easements  
18 for street and public utilities purposes for Cactus Avenue as shown on Parcel Map 19977;  
19 and

20 **WHEREAS**, required public improvements have not been completed by the  
21 Subdivider as of the filing of Tract Map 19977, and all required public improvements have  
22 been listed in an Improvement Certificate on the parcel map in accordance with Section  
23 66411.1(a) of the California Government Code and shall be required to be completed in  
24 accordance with a Subdivision Agreement approved by and between the City and  
25 Subdivider.

26 **WHEREAS**, the City Engineer has reviewed Tract Map 19977 and has determined  
27 that the conditions of approval associated with TTM 19977 have been satisfied, that Parcel  
28 Map 19977 is in substantial conformance with TTM 19977, and that Parcel Map 19977 is  
ready for City Council approval.

1           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES**  
2 **HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

3           **Section 1:** Parcel Map 19977 is in substantial conformance with the approved TTM  
4 19977.

5           **Section 2:** Requisite conditions associated with TTM 19977 have been satisfied.

6           **Section 3:** Tract Map 19977 is in conformance with the General Plan.

7           **Section 4:** Tract Map 19977 conforms to all applicable requirements of the  
8 Subdivision Map Act of the State of California.

9           **Section 5:** In accordance with Section 66477.1 of the California Government Code,  
10 the offers of dedication to the public on Tract Map 19977 shall be accepted by the City Clerk,  
11 subject to improvement pursuant to a Subdivision Agreement approved by and between the  
12 City and Subdivider, and the City Clerk shall certify acceptance by signature on the map  
13 thereof.

14           **Section 6:** Tract Map 19977 is hereby approved for the purposes therein defined.

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**PASSED, APPROVED, AND ADOPTED** this 8th day of November, 2016.

\_\_\_\_\_  
DEBORAH ROBERTSON, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA A. McGEE, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
FRED GALANTE, Esq., City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council  
6 of the City of Rialto held on the 8th day of November, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council  
8 Member \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the  
15 City of Rialto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

16  
17 \_\_\_\_\_  
18 BARBARA A. McGEE, CITY CLERK  
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Legislation Details (With Text)

File #: 16-731      Version: 1      Name: E.9  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/19/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Adopt Resolution No. 7020 for the Placement of Liens Against Abandoned Properties for Failure to Comply with Administrative Citation to Correct Code Violations.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Admin Citation List.](#)  
[Exhibit B - Resolution.](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant City Administrator/Development Services Director

Request City Council to Adopt Resolution No. 7020 for the Placement of Liens Against Abandoned Properties for Failure to Comply with Administrative Citation to Correct Code Violations.

**BACKGROUND:**

Rialto Municipal Code Chapter 15.62 requires the registration and maintenance of vacant and abandoned properties. Enforcement actions include issuing administrative citations in accordance with Chapter 1.10, and/or commencing summary abatement in accordance with Chapter 18.72 to correct property maintenance issues.

**ANALYSIS/DISCUSSION:**

Exhibit A lists abandoned residential properties that were issued administrative citations for code violations in accordance with Rialto Municipal Code Section 1.10.030. Under Section 1.10.040, administrative fines for violations shall be no less than \$100 per day but not more than \$1,000 per day.

Inspections by staff of the abandoned properties identified one or more code violations pursuant to Chapter 15.62 and/or Chapter 18.72. The violations included one or more of the following: 1) unsecured property or open house; 2) excessive trash or debris; 3) dead or overgrown vegetation; 4) lack of vegetation; 5) structure in disrepair; 6) fences/walls in disrepair; 7) unmaintained parkway; and/or, 8) failure to register the vacant home. When staff issued the citations, the properties were either foreclosed, vacant and owned by a financial institution or were in the foreclosure process, but

vacated by the owner-occupant.

The property owners of these abandoned properties have made no effort to correct the violations within the required timelines. Copies of the proposed liens and administrative citations are included as Exhibit A . The enforcement and collection process is as follows:

1. In accordance with Section 1.10.030, immediately after the initial inspection, the City serves the property owner and/or financial institution with an administrative citation by posting a copy at the subject property and sending an original copy by certified mail to the mailing address on file with the County, as the owner of record. Staff served each property owner in Exhibit A a copy of the administrative citation.
2. In accordance with Section 1.10.040, the fines imposed shall not become effective for a minimum of fifteen (15) days following the date on which the citation is issued; however, at the request of the property owner it may be extended for up to thirty (30) additional days at the discretion of the Assistant City Administrator/Development Services Director, provided that the property owner has made substantial progress to correct the violation or that the property owner has been diligent in correcting said violation. The fines shall be imposed after the deadline has passed and a second inspection verifies that the violation noted in the administrative citation remains unresolved. Staff conducted re-inspections after the deadline for each property in Exhibit A and found that one or more of the violations remained uncorrected.
3. In accordance with Section 1.10.050, a property owner may contest the citation and the proposed fine by filing a written request for an administrative hearing. The property owner shall submit a written request, along with a deposit for fine, within five days after the citation is issued. None of the property owners identified in Exhibit A requested such administrative hearings.
4. In accordance with Section 1.10.090, the City shall serve a property owner a notice of proposed assessment lien in the same manner as the citation was issued. The notice includes the owner's right to request a hearing to appeal the imposition of an assessment lien. The appeal request is required to be submitted within ten (10) days after the notice is served and shall include a fee of \$159 for expenses related to the appeal hearing. Failure of the owner to request an appeal within the required time or to pay the fee shall constitute a waiver of the owner's right to appeal the imposition of the proposed assessment lien. None of the property owners in Exhibit A requested such appeal hearings.
5. In accordance with Section 1.10.090, the City Council may impose an assessment lien on an owner's property for failure to correct the code violation if the owner waives their right to an appeal or if the City Administrator, or his designee, determines through an appeal process that an assessment lien should be imposed.

#### ENVIRONMENTAL IMPACT:

Pursuant to Section 15378 of the California Environmental Quality Act. A 'Project' means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A project does not include:

1. Proposals for legislation to be enacted by the State Legislature;

2. Continuing administrative or maintenance activities, such as purchases for supplies, personnel -related actions, general policy and procedure making (except as they are applied to specific instances covered above:
3. The submittal of proposals to a vote of the people of the state or of a particular community that does not involve a public agency sponsored initiative;
4. The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
5. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

The placement of liens is an administrative activity of the government and without any direct indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

The inspection and enforcement action of abandoned homes due to foreclosure is consistent with Policy 6-1.6 of the Rialto General Plan.

Policy 6-1.6 is to promote focused code enforcement and rehabilitation efforts to reverse the decline of transitioning neighborhoods.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and resolution.

FINANCIAL IMPACT:

Estimated maximum recovery of imposed administrative fines total \$15,000.00. However, actual funds collected may be reduced if a fine waiver or reduction is approved by the Assistant City Administrator/Development Services Director. Funds collected will be deposited to Account Number 010-400-4295-7760-090701-00.

RECOMMENDATION:

Staff recommends that City Council Adopt a Resolution (Exhibit B) to both impose administrative fines and approve the placement of assessment liens against the properties listed in Exhibit A for the recovery of such fines as prescribed therein in accordance with Rialto Municipal Code Section 1.10.090.





# CITY OF RIALTO HOUSING DIVISION

October 4, 2016

RAM Property Investments LLC  
P.O. Box 60373  
Pasadena, CA 91116-6373

DATE OF ADMINISTRATION CITATION: August 04, 2016  
PROPERTY ADDRESS: 906 S Riverside Ave., Rialto, CA  
ASSESSOR PARCEL NUMBER: 0132-031-21-0000  
PROPOSED FINE AMOUNT: \$15,000.00

## "NOTICE OF PROPOSED ASSESSMENT LIEN"

Dear Property Owner:

Previously the City of Rialto mailed you an Administration Citation (attached is a copy) due to code violation(s) for the property with an address listed above for which you are the owner of record. The violation(s) relate to maintenance issues that you were required to correct within fifteen (15) calendar days.

Pursuant to Rialto Municipal Code ("RMC") Section 1.10.040, the Administration Citation included a fine for failure to correct the violation(s) within the required time. The proposed fine amount listed in the Administration Citation is as above.

Based on an inspection conducted at the property by staff after the deadline noted on the Administration Citation, the violation(s) remain.

Pursuant to RMC 1.10.050, you had the right to contest the Administration Citation within fifteen (15) days of the citation issuance date. Because you failed to file a timely appeal, you have waived your right to contest the Administration Citation.

Pursuant to Section 1.10.090 (C), please take notice the city intends to record an Assessment Lien against the property to collect the proposed fine amount. As the property owner, you have ten (10) calendar days from date of service or mailing of this letter to appeal the recordation of an Assessment Lien.

If you have any questions or request an appeal, please contact this office at (909) 820-2636. An appeal can also be mailed to the City of Rialto, Development Services Department Director; 150 S. Palm Ave. Rialto, CA 92376.

Respectfully,

David Hernandez  
Senior Code Enforcement Officer



# Administrative Citation

Development Services Department, Code Enforcement Division  
City of Rialto - 150 S. Palm Avenue, Rialto, CA 92376

Issuing Department / Division: Code Enforcement

Citation# 4884

Violation Site: 906 S. RIVERSIDE

APN#

Date: 8/4/16

Time: 4:30

AM (PM)

City Rialto

State CA

Zip 92376

Owner: (First, Middle, Last)

SARKISIAN

Day of Week: S M T W (T) F S

Owner Address:

Drivers License No.

State:

DOB:

(Male) Female

### Violations and Fines have been listed below

Code Section	Description / Remedy	Fine Amount
<input checked="" type="checkbox"/> RMC 18.72.010 (O)	Structure in disrepair	
RMC 18.72.010 (B) 4	Fences/walls in disrepair	<u>200.-</u>
<input checked="" type="checkbox"/> RMC 18.72.010 (C) 2	Overgrown grass/vegetation	
<input checked="" type="checkbox"/> RMC 18.72.010 (D) 3	Dead lawns/shrubs or other vegetation	<u>200.-</u>
RMC 18.72.010 (D) 4	Lack of vegetation	<u>200.-</u>
RMC 18.72.010 (D) 6	Improper fence, wall and/or hedge requirements	
RMC 18.72.010 (D) 7	Unmaintained parkway	
RMC 18.72.010 (G)	Visible furniture, appliances and shade covers	
RMC 18.72.010 (H)	Trash/debris/rubbish	
RMC 18.102.050 (B) 5	Commercial banners/flags/pennants	
<input checked="" type="checkbox"/> RMC 5.04.260	Operating without a business license	
RMC 9.26.030	Store abandoned/wrecked/inoperable vehicles	<u>200.-</u>
<input checked="" type="checkbox"/> RMC 8.08.050 / 060	No trash service - Residential / Commercial	
RMC 11.16.030 (A / B)	Illegal solicitation in public right of way	<u>200.-</u>
<u>City Abated/Severed property -</u>		
<u>Rialto Police Dept Warrant Seved-</u>		

Payment is due 15 calendar days from date of this citation. Failure to correct the violations prior to the due date will result in the total fine amount plus \$1,000.00 a day, for each day beyond the 15 days and other legal actions will result for noncompliance.

Sub Total 1000.-  
Multiplied X -15 Days 15,000.-  
Total Fine Amount \$ 15,000.-

Signature (Acknowledging Receipt )

Printed Name:

All Violations are to be corrected by: 8/4/16 Aug. 4, 2016

Issuing Officer: [Signature]

ID/Badge#: 4

Printed Name: [Signature]

909/8890-2525 x 2073

Upon Inspection of the site, the violations listed above have been corrected.

Inspecting Officer:

Print:

Date:

Please read reverse side for appeals rights and information

Property Posted!



1 notice of proposed assessment lien in the same matter the citation was issued, and which the notice  
2 included the owner’s right to request within ten (10) days an appeal hearing and pay \$159 for expenses  
3 related to the appeal hearing; and

4 **WHEREAS**, none of the property owners listed in Attachment “A” requested an appeal as a  
5 result of the notice, and consequently per Section 1.10.090, waived their owner’s right to appeal the  
6 imposition of the proposed assessment lien; and

7 **WHEREAS**, per Section 1.10.090, the City Council may impose an assessment lien on an  
8 owner’s property for failure to correct the code violation if the owner waives their right to an appeal or  
9 if the City Administrator, or his designee, determines through an appeal process that an assessment  
10 lien should be imposed.

11 **NOW, THEREFORE**, the City Council of the City of Rialto hereby finds, determines, and  
12 resolves as follows:

13 **Section 1.** The City Council finds the above recitals to be true and correct.

14 **Section 2.** The property owner(s) listed in Attachment “A” is/are delinquent for  
15 administrative fines issued, and based on the last equalized assessment role provided by the County of  
16 San Bernardino Assessor’s Office, are believed to be the owner, or one of the owners, of record of the  
17 real property as listed in Attachment “A.”

18 **Section 3.** Per Rialto Municipal Code Section 1.10.090, the City Council hereby authorizes  
19 and directs the placement of a lien against each of the properties identified on Attachment “A” in the  
20 amounts corresponding to each property separately identified on Attachment “A” under the heading  
21 “Administration Citation Fine Amount”, plus any applicable interest on such separate amounts.

22 **Section 4.** When recorded pursuant to the procedures set forth in Article 2 of Chapter 6 of  
23 Part 1 of Division 2 of Article 5 of the Government Code, this resolution shall constitute a lien against  
24 the real property identified herein. Such liens may be released upon payment of the full sum listed  
25 herein, plus any applicable interest, to the Administrative and Community Services Department of the  
26 City of Rialto, located at 150 S. Palm Avenue, Rialto California 92376.

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**PASSED APPROVED AND ADOPTED** this 8th day of November, 2016.

\_\_\_\_\_  
Deborah Robertson, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No.\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

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18 **BARBARA MCGEE, CITY CLERK**

**ATTACHMENT "A"**

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Legislation Details (With Text)

File #: 16-736 Version: 1 Name: E.10  
 Type: Resolution Status: Agenda Ready  
 File created: 10/20/2016 In control: City Council  
 On agenda: 11/8/2016 Final action:  
 Title: Request City Council to Adopt Resolution No. 7021 Authorizing the Destruction of Certain Municipal Records of the Finance Department.  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: [Resolution Finance Destruction-2016.pdf](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 08, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Barbara A. McGee, City Clerk, CMC

Request City Council to Adopt Resolution No. 7021 Authorizing the Destruction of Certain Municipal Records of the Finance Department.

BACKGROUND:

The City of Rialto has adopted a policy governing the different types of public records which may be destroyed, and the retention and disposition for these different types of public records.

ANALYSIS/DISCUSSION:

The affected records are listed on the appropriate Records Destruction Authorization and Certificate form, attached to the Resolution as Exhibit A.

ENVIRONMENTAL IMPACT:

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA). A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Pursuant to Section 15378 (b)(5) a project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

The request is consistent with Guiding Principle 3A of the Rialto General Plan:  
Our City government will lead by example, and will operate in an open, transparent, and responsive

manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and resolution.

FINANCIAL IMPACT:

Staff time for the Records Coordinator to certify destruction of these records is budgeted & available in General Fund Account No. 010-500-3150-1001.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution authorizing the destruction of certain Municipal Records of the Finance Department.



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**PASSED APPROVED AND ADOPTED** this day of , 2016.

DEBORAH ROBERTSON, Mayor

**ATTEST:**

BARBARA A. McGEE, City Clerk

**APPROVED AS TO FORM:**

FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. was duly passed and adopted at a regular meeting of the City Council of the City of  
6 Rialto held on the day of , 2016.

7 Upon motion of Council Member , seconded by Council Member , the foregoing  
8 Resolution No. was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this day of , 2016.

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18 BARBARA A.McGEE, CITY CLERK  
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# City of Rialto

## RECORDS DESTRUCTION AUTHORIZATION AND CERTIFICATE

Department, unit, name, address Finance Department	Department Manager Kyle Johnson
	Date

The records listed below are now eligible for destruction according Resolution No. 4124, the approved records retention schedule. Please indicate your approval for the destruction unless there are reasons to delay. Your signature below attests that there are no unresolved (1) audit questions, (2) investigations, (3) civil suits or criminal prosecutions, or (4) other reasons for holding up the destruction. If the destruction is to be delayed, please give the reason in the space indicated and provide a revised destruction date.

Scheduled Date	Series title, Inclusive dates, and Total volume	Scheduled Destruction Date	Revised Destruction Date
	See attached.		

Reason for continued retention:

Security destruction <input type="checkbox"/> yes <input type="checkbox"/> no	Department Manager (signature)	Date:
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City Attorney (signature)	Date:
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### Certificate of Destruction

If security destruction, witnessed by: (signature)	Date:
Records Manager (signature)	Date:

Department	Record Series	Record Center	From Date	To Date
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Accounts Payable / Payroll	Invoices, Chk copies, support docs	Rialto Records Center	07/01/2005	06/30/2006
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	04/30/2009	06/09/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	06/10/2009	07/15/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	10/29/2008	05/28/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	04/12/2009	04/25/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	07/01/2008	06/30/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	04/30/2009	06/09/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	03/24/2009	04/08/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	04/30/2009	05/14/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	08/24/2009	09/23/2009
Utility Billing	Registers: Cash receipts, Utility Billing, I	Rialto Records Center	02/01/2009	02/14/2009



## Legislation Details (With Text)

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File #: 16-742      Version: 1      Name: E.11  
Type: Resolution      Status: Agenda Ready  
File created: 10/24/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Request City Council to Approve Resolution No. 7022 Authorizing the Submission of a Grant Application to California Department of Water Resources Water Energy Grant Program.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Thomas J. Crowley, P.E., Utilities Manager

Request City Council to Approve Resolution No. 7022 Authorizing the Submission of a Grant Application to California Department of Water Resources Water Energy Grant Program.

### BACKGROUND:

The California Department of Water Resources (CDWR) has issued a call for projects for the 2016 Water Energy Grant for Water Energy Grant Program. This grant will provide funding for commercial and institutional water-energy efficiency programs or projects, and residential water-energy efficiency programs or projects benefitting Disadvantage Communities.

For fiscal year 2015-2016, CDWR plans to award approximately \$19 million for the Water Energy Grant Program.

### ANALYSIS/DISCUSSION:

The Rialto Water Energy Grant Application will provide for projects that will result in water and energy use savings. The grant will provide funding for water conservation fixtures construction and administration costs for 200 units at the Julia Palms Apartments for Senior Living.

### ENVIRONMENTAL IMPACT:

The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5)

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**GENERAL PLAN CONSISTENCY:**

The City of Rialto has outlined key Goals and Policies in the General Plan for local infrastructure investment in water supplies:

Goal 3-8: Promote affordable and quality water service capable of adequately meeting normal and emergency water demands to all areas in Rialto.

Policy 3-8.7: Develop new sources of water supply, including drilling additional water wells that are free from perchlorate, and expanding recycling water opportunities.

Policy 3-8.8: Work with municipal water districts to explore new water conservation opportunities within Rialto.

Policy 3-8.9: Conserve potable water and utilize reclaimed water for meeting landscaping and irrigation demands as much as possible.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and resolution.

**FINANCIAL IMPACT:**

The total project cost is \$203,000. If the grant application is successful, the City will receive \$203,000 towards the Rialto Water Energy Project. There is no matching contribution requirement for this program.

**RECOMMENDATION:**

Staff recommends that City Council Adopt the Resolution authorizing the submission of the Grant Application to the California Department of Water Resources Water Energy Grant Program.

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
RIALTO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF A  
GRANT APPLICATION TO CALIFORNIA DEPARTMENT OF  
WATER RESOURCES WATER ENERGY GRANT PROGRAM**

WHEREAS, the City of Rialto is eligible to receive State funding from the Water Energy Grant Program through the California Department of Water Resources; and

WHEREAS, the measures proposed in the Rialto Water Energy Grant Application will provide for projects that will result in water and energy use savings; and

WHEREAS, said procedures established by the California Department of Water Resources require a resolution certifying the approval of application(s) by the City of Rialto's governing board before submission of said application(s) to the State; and

WHEREAS, the City of Rialto, if selected, will enter into an agreement with the State of California to carry out the project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES  
HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** Approves the application be made to the California Department of Water Resources to obtain a 2016 Water Energy Grant pursuant to Senate Bill (SB) 101, 3860-101-3228 Section 13, and to enter into an agreement to receive a grant for the Rialto Water Energy application.; and

**Section 2:** The City Administrator, or his/her designee is hereby authorized and empowered to provide the assurances, certifications, and commitments required to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any amendments thereto, with California Department of Water Resources.

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**WHEREFORE**, this Resolution is passed, approved and adopted this 8<sup>th</sup> day of November 2016.

\_\_\_\_\_  
DEBORAH ROBERTSON, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA A. McGEE, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the 8<sup>th</sup> day of November 2016.

7 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
14 Rialto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

15 \_\_\_\_\_  
16 BARBARA A. MCGEE, CITY CLERK  
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Legislation Details (With Text)

File #: 16-743      Version: 1      Name: E.12  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 10/25/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Authorize the Release of Request for Bids for Street Light Maintenance Services.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Authorize the Release of Request for Bids for Street Light Maintenance Services.

**BACKGROUND:**

On January 28, 2014, City Council approved a Letter of Intent Agreement with Siemens Industry, Inc. (Siemens) to initiate a Citywide Street Light Acquisition with the possibility of entering into a proposed Energy Savings Performance Contract and Retrofit Project using Light Emitting Diode (LED) fixtures. To initiate the acquisition process, the City of Rialto paid Southern California Edison (SCE) the required payment of \$10,000 for an initial representative survey of 100 street lights within the City of Rialto.

On October 20, 2014, SCE and Siemens' staff conducted a physical inventory of facility types for a representative subset of streetlight facilities, completed a conditional assessment of lamps and fixtures, verified streetlight feed points, identified points of demarcation for the post sale electrical configuration of the system, and established a preliminary "Not To Exceed" value per light pole.

Following the initial valuation, SCE conducted an additional audit of approximately 10% of the City's street light system to complete a final determination of the "fair market value" for the sale of the assets to the City, subject to approval by the PUC.

The intent of the street light acquisition from SCE is to implement a Streetlight Conversion Project to replace the existing High Pressure Sodium Vapor (HPSV) light fixtures with Light Emitting Diode (LED) light fixtures.

Siemens successfully completed the Phase I tasks and is currently working on the Phase II tasks, as approved by the City Council on February 23, 2016.

To date, Siemens has completed the following Phase II tasks:

- Performed an independent in-depth audit of all eligible poles.
- Validated and optimized cutover costs from the SCE system.
- Developed a representative sample of types of poles to form the basis of the joint SCE/Siemens/Rialto full system Replacement Costs New Less Depreciation (RCNLD) study that minimizes redundant effort.
- Accompanied SCE during their final survey and study of the street light system to ensure that the agreed upon representative sample is used and that the parties (Rialto, Siemens and SCE) agree on the facts.
- Provided an initial financing overview and work with Rialto to identify alternative sources of funding.
- Identify over-lit areas of the City and make recommendations as to which lights could potentially be removed. A Siemens engineer is finished the over-lit identification task and provided the results to the City on September 16, 2016.

On July 26, 2016, Council approved and received the Siemens Investment Grade Audit Report, and approved the Purchase and Sale Agreement and Lightpole License Agreement with Southern California Edison. The agreements are currently being executed.

The California Public Utility Commission (CPUC) regulates the transfer of assets in accordance with [Section 851 of the Public Utility Code <http://codes.findlaw.com/ca/public-utilities-code/puc-sect-851.html>](http://codes.findlaw.com/ca/public-utilities-code/puc-sect-851.html). Dependent on the value of the transfer, the process can take two paths:

1. Greater than \$5 million - full CPUC filing and a formal CPUC proceeding and approval by the commission
2. Less than \$5 Million - an advice letter filing with the CPUC and review and approval by the Utilities and Industries Energy Group

The City of Rialto's filing will be an advice letter filing since it is below the \$5 Million threshold. SCE anticipates filing the acquisition agreement with the California Public Utility Commission by December, 2016.

On September 13, 2016, City Council approved obtaining a loan from Wells Fargo Advisers for the project.

#### ANALYSIS/DISCUSSION:

##### Street Light Maintenance

In anticipation of assuming the operations and maintenance of 3,806 street lights in addition to recently constructed city-owned street lights, staff is preparing bid documents for contract services to provide street light maintenance of all City-owned street lights. City staff is requesting authorization

to advertise for bidding. With the City Council's approval, staff will advertise the project in the San Bernardino County Sun, post it on the City's website and submit it to various plan rooms.

The estimated timeline for the award is as follows:

Release of Bids:	November 9, 2016
Deadline for Questions:	November 23, 2016
Responses to Questions:	November 28 2016
RFB Due Date:	December 8, 2016
Award of Contract:	January 10, 2016

The RFB Scope of Work is expected to cover maintenance for the City's existing inventory of City-owned lights as well as the maintenance of the proposed SCE acquired lights.

ENVIRONMENTAL IMPACT:

Authorization of the Release of Request for Bids for the Street Light Maintenance Project is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378 (a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

This action is also consistent with the following goals and policies:

Goal 2-31: Conserve energy resources.

Policy 2-31.1: Require the incorporation of energy conservation features into the design of all new construction and site development activities.

Policy 2-31.2: Provide incentives for the installation of energy conservation measures in existing multi-unit residential and commercial developments, including technical assistance and possibly low-interest loans.

Policy 2-31.3: Educate the public regarding the need for energy conservation techniques which can be employed and systems which are available.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

Funding will be requested at a future date at the time of the RFB award.

**RECOMMENDATION:**

Staff recommends that City Council Authorize the Release of Request for Bids for Street Light Maintenance Services.



Legislation Details (With Text)

File #: 16-726      Version: 1      Name: E.13  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/18/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Authorize the Release of Request for Proposals (RFP) No. 17-047 for Engineering, Landscape Design and Project Management Services for the Design of Phase II Citywide Parks Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [11-2-16 RFP Design of Phase II Citywide Parks Improvements](#)  
[Rialto City Park FCA report\\_FINAL 4-19-16](#)  
[Jerry Eaves FCA Report\\_FINAL 4-19-16](#)  
[Frisbie Park FCA Report\\_FINAL 4-19-16](#)  
[Flores Park FCA Report\\_FINAL 4-19-16](#)  
[Fergusson FCA report\\_FINAL 4-19-16](#)  
[Birdsall Park FCA report\\_FINAL 4-19-16](#)  
[Andreson Park FCA Report\\_FINAL 4-19-16](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Authorize the Release of Request for Proposals (RFP) No. 17-047 for Engineering, Landscape Design and Project Management Services for the Design of Phase II Citywide Parks Improvements.

**BACKGROUND:**

The City recognizes that park usage has increased over the last decade and that the demand for recreational facilities has expanded to include both active and passive sports, recreational activities and community facilities. Currently, the City is aggressively pursuing a number of complementary City park projects, covering the planning, conceptual design, and physical improvement of deteriorated and non-compliant Americans with Disabilities Act (ADA) park facilities at numerous City park sites.

This effort includes the preparation of a focused Master Plan underway for expansion of Frisbie Park,

covering future use of the northerly approximately 2.2 acre parking lot and adjacent areas, as well as an approximately 8.5 acre vacant lot adjacent to the softball fields, and concept for a new park at the approximately 7.5 acre undeveloped lot at the intersection of Cactus Avenue and Randall Avenue. Other work also underway is design of concession, restroom and ADA improvements covering Frisbie, Andresen and Rialto City Parks.

Additionally, the City also retained a consultant to assess ADA and other structural deficiencies to the concession buildings, restroom facilities, announcing booths, paths of travel and parking areas, and to assess other support buildings, at seven City park sites.

The assessment reports provided a general inventory of deficiencies and recommendations for improvements to the respective facilities. Current governing building codes were generally used for reference in summarizing required upgrades and code violations. The assessment reports generally address the following technical categories:

1. Health and Safety (Building, Mechanical, Plumbing, Electrical);
2. Accessibility, path of travel, parking (ADA);
3. General maintenance and repair; and
4. Overall appearance and need for user benefit improvements.

The action requested herein covers the modification, renovation, enhancement and ADA improvement of the following seven City parks, including:

- Frisbie Park - 1901 North Acacia Avenue
- Rialto City Park - 130 East San Bernardino Avenue
- Birdsall Park - 2601 North Linden Avenue
- Jerry Eaves Park - 1485 Ayala Drive
- Andreson Park - 726 South Lilac Avenue
- Flores Park - 1020 West Etiwanda Avenue
- Fergusson Park - 2395 West Sunrise Drive

**ANALYSIS/DISCUSSION:**

Staff prepared Request for Proposals No. 17-047 for Engineering, Landscape Design and Project Management Services for Design of the Phase II Citywide Park Improvements (the "RFP"). Staff recommends that the City formally solicit professional firms to assist in the design process for the seven park sites, including community outreach activities, when appropriate, develop designs and preliminary cost estimates for the proposed work, and, develop plans, specifications and construction documents that the City will then use to secure construction bids.

Depending upon available funding and the cost and magnitude of the recommended work, staff will return to the Council for approval to advertise the construction work, likely as part of multiple projects over multiple fiscal years.

The RFP's scope of work generally includes the design of comprehensive ADA and facility improvements to seven City parks. Project goals include ADA compliance of identified structures, access to, and within new and existing structures, security of restroom/concession/storage buildings (whether as individual or combined facilities), ease of maintenance, resistance to vandalism, and

optimal site location and orientation of access.

The construction documents will generally include:

- Design of the modification, rehabilitation, replacement and/or removal of identified existing individual and combined restroom/ concession/ storage/ press buildings and other onsite structures;
- Assessment and design of ADA access improvements for park areas adjacent to modified buildings, between buildings and parking lots/ adjacent streets, within the park proper, and within parking lots;
- Assessing and providing ADA compatible public viewing areas;
- ADA compatible and security lighting of paths, common areas and parking lots;
- All utility connections and services,
- Landscaping,
- Signing and striping,
- National Pollutant Discharge Elimination System (NPDES) requirements, and
- All site improvements necessary to accommodate ADA facilities and improvements.

The work contemplated in RFP No. 17-047 represents the Phase II work at these seven (7) City Parks, and is to complete the remaining ADA compliant and deficient/ deteriorated facilities, and provide construction documents for their eventual renovation, upgrade and replacement, as required, included as Attachment 1.

The RFP identifies the following tentative schedule for the selection process:

Notice requesting Proposals posted and issued . . . . . Wednesday, November 19, 2016  
Deadline for receipt of Questions . . . . . Wednesday, November 30, 2016, 3:00 P.M.  
Deadline for receipt of Proposals . . . . . Wednesday, December 14, 2016, 3:00 P.M.  
Noticing of firms short-listed for interviews (tentative) . . . . . Monday, January 9, 2017  
Contract awarded by City Council (tentative) . . . . . Tuesday, February 7, 2017  
The City will advertise the RFP on its website as well as with Planet Bid.

**ENVIRONMENTAL IMPACT:**

This request is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5)

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Various technical studies will be needed as part of the environmental evaluation of the seven park sites based upon the preferred conceptual alternatives, and upon a preliminary review of each park site and its conditions. The results of the technical studies will dictate the appropriate environmental document for the project.

**GENERAL PLAN CONSISTENCY:**

Approval of this action complies with the following City of Rialto General Plan Goals and Policies:

Goal 2-24: Take advantage of opportunities to increase and enhance open spaces throughout Rialto.

Goal 2-27: Provide a variety of park facilities that meet the diverse needs and interests of the community.

Policy 2-27.1: Establish a Master Plan for Parks and Recreation that achieves a park ratio of 3.0 acres per 1,000 residents, evenly distributes park facilities throughout the community, and contains strategies for funding facilities and maintenance.

Policy 2-27.2: Plan for and designate adequate funding to maintain new and existing parks and facilities.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and RFP No. 17-047.

**FINANCIAL IMPACT:**

Funding is available for Design of Phase II Citywide Parks Improvements Project, as shown in the Table 1:

Table 1- Budget

<b>Park Location</b>	<b>Account No.</b>	<b>Budget as of 07/01/2016</b>
Andreson Park	300-500-7304-3001-170301	\$ 118,700
Birdsall Park	300-500-7304-3001-170302	\$ 129,600
Ferguson Park	300-500-7304-3001-170303	\$ 139,000
Flores Park	300-500-7304-3001-170304	\$ 75,500
Frisbie Park	300-500-7304-3001-170305	\$ 262,900
Jerry Eaves Park	300-500-7304-3001-170306	\$ 214,300
Rialto City Park	300-500-7304-3001-170307	\$ 195,650
<b>Total All Parks</b>		<b>\$ 1,135,650</b>

**RECOMMENDATION:**

Staff recommends that the City Council Authorize the release of Request for Proposals No. 17-047 for Engineering, Landscape Design and Project Management Services for Design of Phase II Citywide Parks Improvements Project.

City of Rialto, California  
Public Works Department

City of Rialto  
Request for Proposals (RFP)  
for

Design of Phase II Citywide Parks Improvements

Request for Proposal No. 17-047

November 2016



Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer

**Proposals shall be submitted no later than 3:00 p.m. December 14th, 2016.**



**CITY OF RIALTO, CALIFORNIA; REQUEST FOR PROPOSALS (RFP) NO. 17-047, FOR  
DESIGN OF PHASE II CITYWIDE PARK IMPROVEMENTS**

**NOTICE IS HEREBY GIVEN** that the City of Rialto requests sealed proposals from qualified professional firms to provide the City with Engineering, Landscape Design and Project Management Services for the Design of Phase II Citywide Parks Improvements.

**PROJECT LOCATION:** The Project includes Frisbie Park, Rialto City Park, Birdsall Park, Jerry Eaves Park, Andreson Park, Flores Park and Fergusson Park.

**SCOPE OF SERVICES:** The scope of work generally includes providing design of improvements to seven City Parks, including: Design of the renovation, replacement, or removal of existing single or multiple purpose Park buildings (restroom/ concession/ storage/ press, etc.) and other onsite structures; assessment and design of Americans with Disabilities Act (ADA) access improvements for Park areas adjacent to modified buildings, between buildings and parking lots/ adjacent streets, and within parking lots; park lighting; assessing and providing ADA compatible public viewing areas; and all site improvements necessary to accommodate ADA facilities and improvements.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via Planet Bids, or, via the internet at <http://yourrialto.com> (from the main page header (command line), click on "Featured Resources," then scroll down and click on "Open Bids and Proposals"). Upon downloading the RFP, contact Public Works-Engineering by e-mail at [BidInfo@rialto.ca.gov](mailto:BidInfo@rialto.ca.gov), to register as a firm interested in this project. Failure to register as a Respondent per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") will result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. Interested firms shall officially register per instructions herein.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **Price will be considered as part of the evaluation, and represents 15% of the overall score.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Rialto City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

**DEADLINE:** All proposals must be received in the Engineering Division, Public Works, 335 West Rialto Avenue, Rialto, California, 92376, **by 3:00 P.M., Wednesday, December 14th, 2016.** The receiving time in the Engineering Division will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Robert G. Eisenbeisz, PE; Public Works Director/City Engineer  
November 9, 2016

CITY OF RIALTO  
REQUEST FOR PROPOSAL No. 17-047  
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## **City of Rialto Diversity Business Statement**

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The City of Rialto encourages the maximum participation by small business, Veteran- Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.



City of Rialto  
Request for Proposals RFP No. 17-047  
For Design of Phase II Citywide Parks Improvements

The City of Rialto requests sealed proposals from qualified professional firms to provide for Design of Phase II Citywide Parks Improvements (hereinafter the "RFP"), and will be received at the City of Rialto Engineering Division, Public Works, 335 West Rialto Avenue, Rialto, California, 92376, **until 3:00 P.M., Wednesday, December 14, 2016**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in Public Works - Engineering will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or emailed Proposals will not be accepted. Late Proposals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") will result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. Interested firms shall officially register per the instructions herein.

**GENERAL INFORMATION**

The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/ scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Proposers acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Proposer shall identify those services that will be outsourced to a sub consultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to sub consultants. The prime Consultant is also responsible for paying its employees and any sub consultants the prime Consultant hires.

This RFP does not obligate the City to accept or contract for any expressed or implied services.

## **GENERAL TERMS AND CONDITIONS**

### ***Consultant's Address and Legal Services***

The address given in the proposal shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

### ***Informed Proposer***

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk; Proposers cannot secure relief on the plea of error.

### ***Proposal Errors***

Proposer is liable for all errors or omissions incurred by proposer in proposal. Proposer will not be allowed to alter proposal documents after the due date for proposal submission.

The City reserves the right to make corrections due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposal. All changes must be coordinated in writing with, authorized by and made by the City Project Administrator.

### ***Rejection of Proposal***

The City reserves the right, as the interest of the City requires, to reject any or all proposals, to waive any minor informality in proposals received, to reject any unapproved alternate proposal(s), and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City.

The rejection of any or all proposals shall not render the City liable for costs or damages.

### ***Proposals Property of City/ Proprietary Proposal Material***

All proposals submitted in response to this RFP shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposer claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq.). Sections claimed to be exempt from public disclosure should be clearly identified as such.

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

### ***California State Board of Equalization Permit***

Proposer shall enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the proposer shall sign the proposal form declaring that the company has no California sales tax permit.

### ***Applicable Laws***

Selected Proposer is required to comply with all existing State, Federal, and Local laws. If Proposer outsources any work or job to a sub-proposer, it will be the prime Proposer's responsibility to ensure that all sub-proposers meet the requirements as stated in this RFP.

### ***Withdrawal of Proposal***

Proposer may withdraw proposal in writing at any time prior to the specified proposal due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the proposer must be submitted to the City Project Administrator or appropriate email sent to [bidinfo@rialtoqa.gov](mailto:bidinfo@rialtoqa.gov). After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal closing date and time.

Proposer agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proposer acknowledges that the original proposal and costs provided stand. However, Proposer has the option of withdrawing a proposal at any time until closing date and time of RFP.

### ***Lowest Ultimate Cost and Best Overall Value to the City of Rialto***

A final contract will be awarded to the highest ranked competitively priced and qualified proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/ Scope of Work; terms of payment; compatibility, as required; number of sub-proposers the main Proposer may need to employ for outsourced work; other costs; and other objective and accountable factors which the City deems reasonable. The City reserves the right to select a Proposer to perform all of the work identified in the RFP, or, only selected portions based on price and/ or other factors.

### ***Business License and Insurance Requirements***

The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations," within five (5) business days of award of contract. In addition, as outlined in the sample agreement, the successful proposer will be required to provide insurance naming the City of Rialto as an additional insured, etc.

### ***Proposals to Remain Open***

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

### ***Signed Proposal and Exceptions***

Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the requirements contained in the RFP documents will not be accepted.** Exceptions to the City's standard Agreement terms and conditions, including insurance requirements, may be considered in the evaluation process; however, the City makes no guarantee that any such exceptions will be approved. Any exceptions to the standard Agreement must be identified in the submitted Proposal.

### ***Permits/ License***

It is the responsibility of the Proposer to provide any permits/ licenses which may be required of Local, State, or Federal regulations at no cost to the City.

### ***Most Favored Public Entity Pricing***

The prices charged against resultant contract shall not exceed those charged any other government agency. A current price list must be available in the Proposer's local office at all times for audit by the City.

### ***Price Changes***

Prices quoted shall remain unchanged for the duration of the resultant agreement, unless agreed upon by both parties.

## **Safety**

All Consultant and sub consultants performing services for the City are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also all Consultants and sub consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

## **SCOPE OF WORK**

### ***Background***

The Rialto Public Works Department maintains all publicly-owned Parks within City limits. These facilities require periodic condition assessment and attendant improvements to meet Americans with Disabilities Act (ADA) and safety standards, as well as replacement of dilapidated facilities due to overuse and age.

Earlier in 2016, the City retained Joncich Sturm & Associates, Inc. to conduct assessments to identify ADA deficiencies, upgrade concession buildings, restroom facilities, announcing booths, and to assess other support buildings, at seven City park sites. The facilities assessment reports, specific to each park, represent the first phase in the renovation process. These reports provide a basis for evaluating work priorities and funding allocations for future improvement projects. The City's park sites whose concession, restroom, storage, announcing booth and ADA access improvements will be designed include:

- Frisbie Park – 1901 North Acacia Avenue
- Rialto City Park – 130 East San Bernardino Avenue
- Birdsall Park – 2601 North Linden Avenue
- Jerry Eaves Park – 1485 Ayala Drive
- Andreson Park – 726 South Lilac Avenue
- Flores Park – 1020 West Etiwanda Avenue
- Fergusson Park – 2395 West Sunrise Drive

The assessment reports provide a general inventory of deficiencies and provide recommendations for improvements to the respective facilities. The assessment reports are individually packaged by park site along with by each building for that respective park site. Current governing building codes were generally used for reference in summarizing required upgrades and code violations. The assessment reports generally address the following four technical categories:

- A) Health and safety (Building, Mechanical, Plumbing, Electrical);
- B) Accessibility, path of travel, parking (ADA);
- C) General maintenance and repair; and
- D) Overall appearance and need for user benefit improvements.

The referenced assessment reports provide a starting point and background for the work at the seven park sites, and are to be viewed as supporting information by the selected consultant in their evaluation, assessment and design of the necessary improvements at each park. Consultant is responsible, however, for final design recommendations and construction documents, and the City makes no guarantee, either expressed or implied, regarding the veracity, completeness, thoroughness, or correctness of the information contained within the assessment reports.

**Copies of the Assessment Reports for each of the seven Parks will be made available on the City's website at the time of posting of this Proposal.**

### ***Existing Design Work Underway at City Parks***

The City has contracted with a consultant to provide focused ADA improvements and renovation, replacement, or removal, of select buildings, at the following three City Parks:

- Frisbie Park – 1901 North Acacia Avenue; design of replacement concession and restroom facilities, to be placed between the two baseball fields, along with ADA path of travel between those two new buildings and the adjacent parking lot.
- Rialto City Park – 130 East San Bernardino Avenue; design of replacement concession and restroom facilities, to be placed at the far easterly side of the park, serving the football field, along with ADA path of travel between those two new buildings and the adjacent parking lot, and Scoreboard relocation
- Andreson Park – 726 South Lilac Avenue; design of replacement restroom facilities, to be placed where the existing restroom is located, along with ADA path of travel between the new restroom and the adjacent parking lot.

The City refers to the separate work at the three parks as the “Phase I Park Work.” The consultant for RFP No. 17-047 (this RFP, the larger seven Rialto City Park work), is to cooperate and work with the Phase I Park Work consultant to ensure a seamless merging of the work between the two separate contracts where either contract may overlap or is within proximity of the other.

Additionally, the City has contracted with a consultant, separately and on a parallel path, to provide Master Planning and the design of the expansion of Frisbie Park. The work under that contract consists of determining future use of the northwesterly approximately 2.2 acre parking lot and adjacent areas, as well as an approximately 8.5 acre vacant lot adjacent to the softball fields. That contract will include parking lot, ADA path of travel and site improvements for those two combined approximately 10.7 acres within Frisbie Park.

### **General Requirements**

The Phase II scope of work generally includes providing design of comprehensive ADA and facility improvements to seven City of Rialto Parks. Project goals for all seven parks include ADA compliance of identified structures, ADA path of travel between the buildings, adjacent parking lots and street/ sidewalk, ease of maintenance, resistance to vandalism, and optimal site location and orientation of access.

More specifically, the construction documents as applied to the seven City of Rialto Parks will generally include: Design of the modification, rehabilitation, replacement and/or removal of identified existing individual and combined restroom/ concession/ storage/ press buildings and other onsite structures; assessment and design of ADA access improvements for park areas adjacent to modified buildings, between buildings and parking lots/ adjacent streets, within the park proper, and within parking lots; assessing and providing ADA compatible public viewing areas; ADA compatible and security lighting of paths, common areas and parking lots; all utility connections and services, landscaping, signing and striping, National Pollutant Discharge Elimination System (NPDES) requirements, and all site improvements necessary to accommodate ADA facilities and improvements.

Additionally, ADA enhancements and other renovation work to be addressed, at each of the seven parks, includes:

- Evaluate and upgrade all ADA paths of travel within park boundaries (grade, width, clearances, lighting, signage, etc.) including pedestrian, bicyclist and motorist;
- Address and design upgrades to ADA access for street sidewalk, access ramps, adjacent pedestrian and bicycle paths, etc.;
- Address handrail and guardrail requirements, including near sports fields, into playground areas, etc.;
- Addressing parking lot lighting and geometry, stalls (length, width, slope, location and number), wheel stops, etc. Where needed, conduct a photometric study of safety lighting needs for parking lot and perimeter lot lighting;
- ADA signing and striping throughout each park;

- Identification and plans for the removal and replacement of components of the existing ADA path that do not meet standard (i.e., walkway path gaps greater than ½” horizontal or vertical displacement, curb ramps missing detectable surface, deteriorated paths, etc.);
- Preparation of appropriate environmental document(s) for the planned work, suitable for approval of construction work on an individual park by park basis, or multiple parks at one time (City may contract to build all seven park renovations at one time (one contract), as seven separate contracts, or, as some currently unknown bundling of several parks improvements into several contracts;
- Address all National Pollutant Discharge Elimination System (NPDES) requirements, including erosion control, SWPPP, structural and non-structural BMPs, and all reporting requirements;
- Conduct appropriate geotechnical investigations;
- Conduct topographical surveys as necessary (aerial and ground truthing);
- Right of way verification (ensuring planned improvements occur within agency controlled rights of way);
- Utility notifications (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>), including coordination with all companies (i.e., consultant will conduct all investigations, prepare all documents and correspondence for city signature, city will mail, consultant will analyze and follow up, etc.);
- Design, coordinate and oversee approvals for all utility modifications necessary to accommodate the installation of appropriate utility cabinets, electrical panels and service connections for all renovated or replaced structures.
- Conduct Phase I Hazardous Materials Assessment (HMA) to identify presence of hazardous materials, and propose treatment and remediation methods, for general park areas, for city approval, should such materials be encountered within the area of work;
- Conduct necessary Lead Based Paint (LBP), Asbestos Containing Materials (ACM), and termite reports, for all buildings to be either renovated or removed in the contract.
- Stakeholder outreach (community, agency, commission, resident, visitor and local sports association(s)) to secure input, buy in and support for the planned work (optional item; to be scoped, costed and scheduled, and undertaken only at the discretion of the City, and specific, individually, to each park);
- Identify, prepare application package(s), apply, coordinate, and secure any regulatory, encroachment and other permits; City will directly cover application fees, if required, and thus consultant is not to include such within their Proposal;
- For buildings that are to be replaced, unless otherwise directed, such buildings are expected to be prefabricated structures, current to respective building and safety codes, a component of the respective construction contract, and to have the same basic utility facilities and usage as the existing structures. Optionally, City may choose to purchase buildings direct, as a deliverable item for contractor to install; Consultant to author specifications and modify plans to accommodate either method of delivery, at City's option; and
- For buildings that are not to be replaced, unless otherwise directed, such buildings are expected to be brought up to current respective building and safety codes, both inside and out. For restrooms, all ADA compliancy issues are to be addressed, including clearances around water closets, floor condition, signage, height to water closets and sinks, grab bars, hand dryers, gates, insulation, etc.

In addition to the above, the Consultant is to design and deliver specific to each park site, the following:

Andreson Park: The work at this park includes ADA upgrades and other site improvements, as follows:

ADA access and improvements in the park, including:

- Provide ADA compatible access to the existing picnic table, stage, and bar-b-que clusters;
- Address lighting and resurfacing of basketball courts;
- Evaluate path of travel that surrounds park for connectivity of play areas to path;
- Provide design of separation of access and travel between bicyclists and pedestrians within park;
- Repair horse shoe pits; and
- Design of required repairs, modify or replace site irrigation systems and landscaping

Roger Birdsall Park: The work at this park includes structure enhancements, ADA upgrades and other site improvements, as follows:

Address ADA compliance and repair/ replacement issues in the concessions/ restroom building, including:

- Provide appropriate storage for 3 operational propane tanks currently sited inappropriately in building;
- Provide sink (3 compartment);
- Address countertop ADA requirements;
- Address building heating and cooling;
- Add/ repair GFCI outlets and circuit breakers;
- Building Title 24 lighting fixture (LED) improvements;
- Address protruding objects;
- Address restroom deficiencies; and
- Assess, identify and address general building renovations (interior and exterior to extend useful service life)

Other improvements include:

- Address rusted drinking fountain;
- Repave and restripe the parking lot; and
- Addressing lighting and resurfacing of basketball courts, and entire park

Jerry Eaves Park: The work at this park includes structure enhancements, ADA upgrades and other site improvements, as follows:

Address ADA compliance and repair/ replacement issues in the concessions/ restroom building #1, including:

- Exhaust and trap for existing fryer in the building;
- Transformer subpanel is missing a line of sight disconnect;
- Numerous broken exterior lamps and lenses;
- GFCI outlets, circuit breakers and weatherproof covers;
- Insulation issues;
- Counter height; and
- 40 gallon gas-fired hot water heater needs cleaning, repair or replacement

Address ADA compliance and repair/ replacement issues in the restroom building #2, including:

- Wall mounts in women's restroom for water closets require replacement;
- Stall clearance;
- Floor finish; and
- Replace hand dryer in women's restroom

Address general ADA compliance and repair/ replacement issues in the park proper, including:

- Park lighting;
- Replace tree wells near concession building; and
- Replace tables and benches

Fergusson Park: The work at this park includes multiple structure enhancements, ADA upgrades and other site improvements, as follows:

Address general ADA compliance and repair/ replacement issues in the park proper, including:

- Replace missing handrail;
- Drinking fountain condition and location;

- Address horizontal path gaps greater than ½"; and
- Change existing playground into fitness/ exercise equipment;

Address ADA compliance and repair/ replacement issues in the restroom building #1, including:

- Men's and women's lavatory sink replacement; and
- Men's urinal replacement;

Address ADA compliance and repair/ replacement issues in the concessions/ restroom building #2, including:

- Exhaust and trap for existing fryer in the building;
- Location of venting/ cooling unit within building; and
- Proper storage of operational propane units

Flores Park: The work at this park includes structure replacement, ADA upgrades and other site improvements, as follows:

Address ADA compliance and repair/ replacement issues in the restroom building #1, including:

- Complete building replacement, due to termites, dry rot, deferred maintenance, and ADA compatibility issues; and
- Replacement building shall include a separate, locked storage area

Address general ADA compliance and repair/ replacement issues in the park proper, including:

- Provide handrail to playground area;
- Address horizontal path gaps greater than ½"; and
- Address playground surface accessibility

Frisbie Park: The work at this park includes multiple structure enhancements, ADA upgrades and other site improvements, as follows:

Address general ADA compliance and repair/ replacement issues in the park proper, including:

- Create well site for reclaimed water use;
- ADA access to all fields;
- Placement of a league-furnished prefab building for use as batting cages; and
- Repair and replace fencing

Rehabilitate and renovate, or, replace (analyze both, for City's decision on ultimate decision on renovate/ replace), the existing combined softball concession/ restroom/ office/ storage building #3 (if building to be replaced, analyze and design renovation of building for repurposing use as storage, offices and meeting building), including:

- Exterior and roof;
- Kitchen improvements, 3- compartment sink, electric improvements and connections inside and out, vented hood;
- Water hammer plumbing arrestors;
- Protruding improvements on the sides of the building;
- Concession access;
- Counters;
- Air conditioning; and
- Electrical components

Address ADA compliance and repair/ replacement issues in the restroom portion of the building, including:

- Men's urinal is ADA deficient;

- Women’s middle water closet is missing flush override; and
- Both restrooms have cold water flush valves that require replacement

Address former concession/ storage building #2 northerly of Easton Avenue, including:

- Necessary renovations to allow building to function as storage building

Address restroom building #1 northerly of Easton Avenue, including:

- Necessary renovations to allow building to function as an ADA compliant restroom

Rialto City Park: The work at this park includes multiple structure enhancements and other site improvements, as follows:

Address general ADA compliance and repair/ replacement issues in the park proper, including:

- Design replacement of the brick wall along the northerly property line;
- Replace baseball field fencing; and
- Evaluate and design ADA compatible walkways and paths that connect the football field, baseball field #1 & #2, parking lot, perimeter sidewalks along San Bernardino Avenue and Sycamore Avenue, with the existing playground picnic shelter and PCC walkways and paths in the westerly portion of the park

Rehabilitate and renovate, or replace, the existing combined concession/ restroom/ office/ storage/ press building that serves the baseball fields, in the westerly side of the park (building #2);

Rehabilitate and renovate the detached restroom building that serves the football fields, in the easterly side of the park (building #3), for ADA purposes;

Replace, the existing combined concession/ restroom building, in the vicinity of the tennis courts, (building #1);

Provide ADA access to the abandoned building

***Note: City expects proposers to identify detailed improvements within their proposals, for each park, that include, at minimum, the detailed scope of work items identified above (the general items to evaluate at all parks, in addition to detailing specific items to evaluate at each park). City may consider a proposal as non-conforming whose identified work refers to preparing a master plan of work for each park, without that master plan including, as required items, the scope of work items listed above.***

## **PROPOSAL REQUIREMENTS**

### **General**

The Contractor’s proposal should describe the methodology to be used to accomplish each of the Project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

### **Schedule\***

Notice requesting Proposals posted and issued..... Wednesday, November 9, 2016  
 Deadline for receipt of questions .....Wednesday, November 30, 2016, 3:00 P.M.

**Deadline for receipt of Proposals .....Wednesday, December 14<sup>th</sup>, 2016, 3:00 P.M.**  
Noticing for firms short listed for interviews (tentative) ..... Monday, January 9, 2017  
Contract awarded by City Council (tentative)..... Tuesday, February 7, 2017  
**NOTE: There will NOT be a pre-proposal conference for this procurement.**

**\*Dates above are subject to change.**

**PROPOSAL INFORMATION**

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated herein. **Proposals must be in an 8 ½ X 11 format, may be no more than a total of fifty (50) pages (sheets of paper, double sided is OK),** including an organization chart, staff resumes and appendices, and cover letter. (A minimum font size of 10 points must be used). **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 50 page limit. Interested firms shall submit **FIVE (5) copies (one marked “Original,” plus four copies)** of its proposal by the deadline.

**All proposals shall be sealed within one package and be clearly marked, “City of Rialto Request for Proposals RFP No. 17-047, for Design of Phase II Citywide Parks Improvements.” Proposals not meeting the above criteria may be found to be non-responsive.**

**PROPOSAL EVALUATION CRITERIA/ CONTENTS**

Proposals must include written responses to the following evaluation criteria, following the format identified herein. A proposal that does not follow the required format, or that does not respond to the individual items specified below, may be rejected as non-responsive.

***Approach and Understanding (25 Points)***

- A.1 Without reciting the information regarding the Project verbatim as contained in this RFP, convey a detailed understanding of the intent of the Project and of the City’s expectations upon implementation of the Project.
- A.2 Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully perform the design of each of the parks enhancement improvements for the City of Rialto. The outline of tasks and sub-tasks must be thorough and complete, per park, and will be used as the scope of work included in the selected firm’s contract.
- A.3 Describe staffing levels and timeframe necessary for tasks described in the Scope of Work.
- A.4 Describe what process or system will be used to track and monitor the work, including QA/QC.
- A.5 Describe the firm’s ability to adequately track individual employee’s activities such that monthly invoices for hours worked can be audited and verified.
- A.6 Identify “key” or “critical” issues that may be encountered on the Project based on the firm’s prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.
- A.7 Identify required training and whether administered in-house or through a certified training facility, that further develops and improves the overall qualifications of assigned staff.
- A.8 Describe or otherwise provide a copy of Drug Screening Policy implemented for mandatory drug testing of employees as a condition of initial employment, “post-incident” drug testing of employees involved in accidents or other reportable incidents, and “reasonable suspicion” drug testing.

***Firm Qualifications (25 Points)***

- B.1 List the firm’s complete name, address, phone number, FAX number, contact person, E-mail address, and type of firm (individual, partnership, corporation or other). If a corporation, indicate the state the corporation was organized under. Identify the year the firm was founded and/or incorporated. Complete the required “Business Concerns Information” Form included as **Attachment “A”**.

- B.2 List the name and title of the firm's principal officers with the authority to bind your company in a contractual agreement.
- B.3 Provide a description of the firm's offices and facilities that will support the work. Include a listing of personnel assigned to those offices and facilities who would mostly likely be involved in work on this project.
- B.4 Describe the firm's background, qualifications, and experience with regard to the type of work required for the project.
- B.5 Provide a description of the management structure that will be used to provide services under this contract. Provide an organizational chart identifying all employees to be assigned to the contract, showing relationships between key personnel and support staff.
- B.6 Identify any subcontractors/ sub consultants, if any, by company name, address, contact person, telephone number, and assigned role under the proposed contract with the City. Describe the firm's experience working with each subcontractor identified, if any.
- B.7 Specifically explain why the firm is the most qualified firm to provide the requested design services for the City of Rialto.
- B.8 List five (5) former municipal clients for whom comparable design services have been performed by the firm's employees within last five years. Include the name, mailing address, and telephone number of each client's principal representative.

**Staff Qualifications (25 Points)**

- C.1 List the name and qualifications of the key staff/ team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.
- C.2 List specific and relevant experience of key staff/ team members likely to be assigned to the Project. Include detailed project information including project description, project dates, local agency contact information, and other supporting information.
- C.3 Reporting relationships between the prime, subs and the City shall be delineated through an organization chart.

**Cost Proposal (15 Points)**

- D.1 Identify how the firm will propose to budget and allocate resources to provide the necessary design services.
- D.2 Provide a matrix breakdown for each Task/ subtask, for the prime (consultant) and all sub consultants, **by park**, which includes a line item description of the work (task), labor classification(s), hourly rate(s), hours proposed, cost, and total cost for the entire project.
- D.3 Provide a detailed listing of all deliverables, with an attendant budget covering those deliverables (printing, mailing, etc.).
- D.4 Estimated Costs and the Hourly Rate schedule for personnel and equipment must be printed on company letterhead (consultant and all sub consultants), and shall be valid for at least one (1) year from the effective date of the contract. Prevailing wages will be included for all applicable personnel.

**Project Schedule (10 Points)**

- E.1 List the capability of the firm to respond to the project as scoped and scheduled.
- E.2 Provide a thorough project schedule identifying all tasks and sub-tasks identified in the detailed scope of work submitted with the Proposal, showing a schedule to deliver the Project in consideration of all reasonable and expected time frames necessary to coordinate the Project. Proposers shall assume a Notice to Proceed date of **Wednesday, February 8, 2017 (tentative)**, and the schedule must address how the proposer intends to meet the delivery date as specified by the City.

**Note: Firms should not simply restate the information contained in this RFP; the evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.**

In addition to the above information, each Proposer's proposal package must include the following:

- a. A completed copy of the Business Concerns Information form (**Attachment "A"**).
- b. A completed copy of the Certification and Acknowledgement of Addenda form (**Attachment "B"**).
- c. A completed copy of the Non-collusion Affidavit form (**Attachment "C"**).
- d. A completed copy of the Debarment and Suspension Certificate (**Attachment "D"**).
- e. If applicable, a complete listing of any exceptions taken to the RFP, addenda, and the attached draft Services Agreement (**Attachment "E"**).
- f. **Facility Condition Assessment Reports for each of the seven City parks (.PDF attachments to the RFP, posted on the City's Website).**
- g. A compact disc ("CD") containing the **Work Proposal** in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats.

#### **Addenda**

If the City of Rialto initiates a change, modification or addition to this Request for Proposals, the change will be made by written addendum. All addenda shall be incorporated into the terms and conditions of any resulting purchase order. The City will not be bound to any modifications to or deviations from the RFP resulting from an oral instruction.

The Proposer shall be responsible for determining if addenda have been issued related to the RFP. The Proposer shall acknowledge receipt of addenda on the applicable form included within this RFP.

Addenda will be posted at the link below at least three (3) working days prior to the submittal deadline.

Dropbox link: [To Be Determined](#)

The Proposer may also make a pre-proposal inquiry to determine if any addenda have been issued.

#### **Deadline for Submission of Proposals**

Proposers are solely responsible for ensuring that their proposals are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals. Deliveries made before the submittal deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline. The City reserves the right to extend the submittal deadline when it is in the best interest of the City. Proposals may NOT be submitted by email or facsimile, unless otherwise specified herein. To be considered for award, each proposal shall be made on forms furnished by the City, and shall be signed by an authorized representative of the Proposer.

All proposals must be received in the City of Rialto, Public Works – Engineering **by 3:00 P.M., Wednesday, December 14th, 2016.** Proof of receipt before the deadline is a City of Rialto, Public Works - Engineering time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Engineering Division prior to the proposal due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Rialto  
Public Works - Engineering  
335 West Rialto Avenue  
Rialto, CA 92376  
Attn: Robert Eisenbeisz, Director Public Works**

### **Questions**

Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Bid Info  
City of Rialto  
150 S. Palm Ave.  
Rialto, CA 92376  
Fax: (909) 421-7210  
via EMAIL: [BidInfo@rialtoca.gov](mailto:BidInfo@rialtoca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 p.m., Wednesday, November 30, 2016.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via Public Works - Engineering will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

### **Form of Agreement**

The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the City's standard Professional Services Agreement (see draft as **Attachment "E"**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

### **PROPOSAL SELECTION PROCESS**

An Evaluation Committee, using evaluation criteria identified within this RFP, will evaluate all responsive proposals to this RFP. The Committee will use a combination of a Qualifications Based Selection and Cost Based (Price) Selection to select a firm to provide the services requested by this RFP. The Committee may request, if desired by City, formal presentations/ interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Price is a component of the evaluation process, and represents 15% of the overall evaluation score. Cost proposals shall be submitted. A contract will be negotiated on the basis of the Proposal, and in consideration of reasonable project cost, time and scope requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

### **Award of Contract**

It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. **However, the City reserves the right to award a contract to multiple Respondents or to a single**

**Respondent, or to make no award, whichever is in the best interest of the City.** The City reserves the right to accept or reject any or all responses received in reply to this RFP, or to reject or cancel in part or in its entirety this request for proposal. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

CITY OF RIALTO  
REQUEST FOR PROPOSAL No. 17-047  
**Scope of Work**  
**Business Concerns Information**  
**Attachment "A"**

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

(1) Name/ Title: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) Address: \_\_\_\_\_  
(If different than mailing address)

(4) Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

(5) Cell No. \_\_\_\_\_

(6) E-Mail: \_\_\_\_\_

(7) Type of Firm: (Check all that apply)  
 Individual       Partnership       Corporation  
 Minority Business Enterprise (MBE)       Women Business Enterprise (WBE)  
 Small Disadvantaged Business (SDB)       Veteran Owned Business  
 Disabled Veteran Owned Business       Other

(8) Business License:  Yes     No    License Number: \_\_\_\_\_

(9) Tax Identification Number: \_\_\_\_\_

(10) Contractors State License No. : \_\_\_\_\_ Classification(s) \_\_\_\_\_

(11) Contractor's DIR Registration No. : \_\_\_\_\_

(12) Proposer's Dunn and Bradstreet Number (if applicable): \_\_\_\_\_

(13) Number of years as a contractor in construction work of the type: \_\_\_\_\_

CITY OF RIALTO  
REQUEST FOR PROPOSAL No. 17-047  
**Scope of Work**  
**Certification and Acknowledgement of Addenda**  
**Attachment "B"**

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This Proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City    State    Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
City of Rialto            License Number

\_\_\_\_\_  
Date

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposer being rejected as non-responsive.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

(If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

CITY OF RIALTO  
REQUEST FOR PROPOSAL No. 17-047  
**Scope of Work**  
**Non-collusion Affidavit**  
**Attachment "C"**

State of California                    )  
County of \_\_\_\_\_) SS.

\_\_\_\_\_being first duly sworn, deposes and says that he or she \_\_\_\_\_ is of \_\_\_\_\_the party making the foregoing proposal that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or any one else to put in sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that said proposer has not directly or indirectly, submitted his or her proposal 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, proposal depository or to any member or agent thereof, to effectuate a collusive or sham proposal."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place)

\_\_\_\_\_  
Proposer Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State. Zip

\_\_\_\_\_  
Representatives' Title

CITY OF RIALTO  
REQUEST FOR PROPOSAL No. 17-047  
**Scope of Work**  
**Debarment and Suspension Certification**  
**Attachment "D"**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

Attachment "E"  
**DRAFT SAMPLE SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO AND**

**(NAME OF VENDOR)**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this (Date) day of (Month), 2017 by and between the City of Rialto, a municipal corporation ("City"), and (Vendor Name), a (State) ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and

services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant’s Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids (“Contract Documents”), and the Scope of Services shall include Consultant’s scope of work or Consultant’s accepted bid proposal (“Accepted Bid”). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City’s risk until written instructions are received from the Contract Officer.

#### 1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

#### 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work

claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (Dollar Amount Written Out) Dollars (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

#### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

#### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is

required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

#### 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

#### 2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

#### 3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the

Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any

manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount

not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned,

leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations

or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services.

Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any

work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of (Written Out Dollar Amount) (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City

shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

#### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

#### 9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

#### 9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3)

business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                   City of Rialto  
                                  150 S. Palm Ave.  
                                  Rialto, CA 92376  
                                  Attn: City Administrator  
                                  Tel: (909) 820-2525  
                                  Fax: (909) 820-2527

With copy to:               Aleshire & Wynder, LLP  
                                  18881 Von Karman Ave., Suite 1700  
                                  Irvine, CA 92612  
                                  Attn: Fred Galante, City Attorney  
                                  Tel: (949) 223-1170  
                                  Fax: (949) 223-1180

If to Consultant:         (NAME)  
                                  (Address)  
                                  Tel:  
                                  Fax:

With copy to:               (NAME)  
                                  (Address)  
                                  Tel:  
                                  Fax:

Either Party may change its address by notifying the other Party of the change of address in writing.

#### 9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF RIALTO, a municipal corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**(CONSULTANT NAME)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Two signatures are required if a corporation.**

VENDOR

By \_\_\_\_\_ (Vendor Name), a (State) corporation

\_\_\_\_\_  
Firm/Company Name

By: \_\_\_\_\_

Signature (notarized)

By: \_\_\_\_\_

-

Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

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 \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_ ss

County of \_\_\_\_\_ ss

On \_\_\_\_\_

before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

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 signatures(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

~ ~ ~

Notary Seal:

On \_\_\_\_\_

before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

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 signatures(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

~ ~ ~

Notary Seal:

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
  - A.
  - B.
  - C.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the Services:
  - A.
  - B.
  - C.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform the following tasks at the following rates:

RATE TIME SUB-BUDGET

A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.
  
- II. Consultant shall deliver the following tangible work products to the City by the following dates.
  - A.
  - B.
  - C.
  
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Rialto City Park  
130 E. San Bernardino Ave  
Rialto, CA 92376**



April 19, 2016

**Prepared by:**

**Willdan Engineering  
13191 Crossroads Pkwy  
Suite 405  
Industry, CA 91746  
(562) 908-6200**

**Joncich Sturm & Associates, Inc.  
370 Crenshaw Blvd  
Suite E104  
Torrance, CA 90503  
(310) 783-5129**

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# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – Rialto City Park**

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### **Table of Contents**

*Site Location*

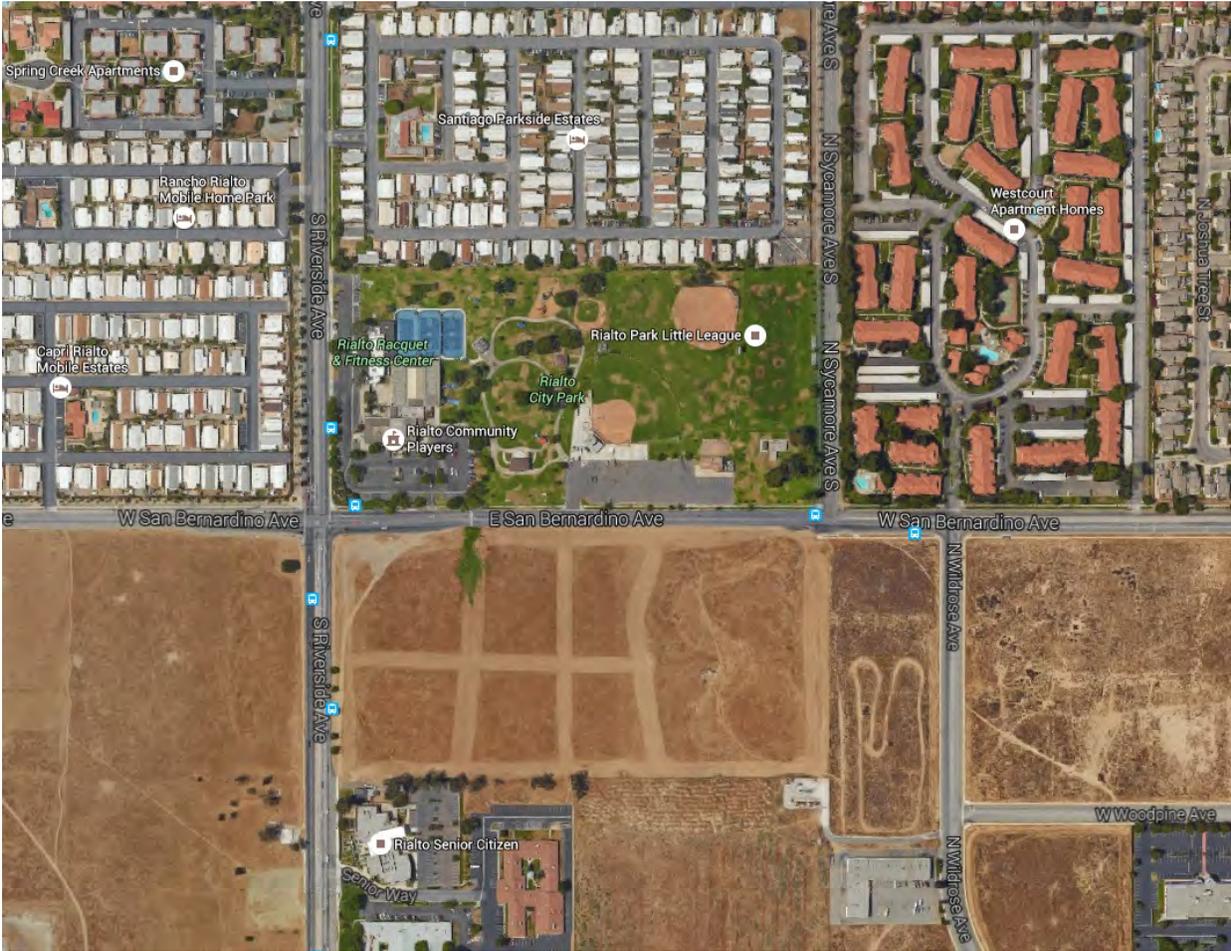
*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/ Cost*

**Site Location:**



## ***Executive Summary –Rialto City Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Rialto City Park on February 9, 2016 to assess the condition of existing structures and the accessible features of the park. Rialto City Park on East San Bernardino Avenue consists of a series of buildings which support the park facilities baseball fields. There are three snack bars, each with restroom facilities, a separate stand-alone restroom facility, and an abandoned building. The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have complied with the building codes at the time of construction; but may not comply with current codes.

The West side of the park consists of a public walk connecting a shelter stage area, a snack bar and restroom building (identified as Restroom Building #1), a playground, and a picnic table shelter. Building #1 is a one-story concrete masonry unit building with a gabled roof.

The center area of the park consists of a parking lot, Concession Stand/R.R. Building #2, and two baseball fields. Building #2 is a one-story concrete masonry unit building with a smaller wood-framed second story, each story with a flat roof. There is an abandoned building adjacent to the parking lot which was not evaluated.

The East side of the park consists of Restroom Building #3, Concession Stand/R.R. Building #4, and a football field.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code. In the report, these site and building accessibility deficiencies are identified in more detail, along with an estimated cost estimate to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

### ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of some of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

## ***Mechanical/Plumbing Overview***

### **South East Snack Bar and Restrooms (Football Snack Bar, Buildings #3 and #4)**

There are two restrooms in this location. One that is part of the Snack Bar structure and another that is a standalone building. The building consists of three separate water closet rooms; each with its own access. Each restroom has a sink, hand dryer, and wall mounted water closet. The one designated for men has a urinal. All fixtures are stainless steel and meet ADA requirements, although the urinal interferes with the required clear floor space and would need to be removed to meet ADA requirements. A floor sink is provided for each restroom. The plumbing chase is clean and the piping is new. Water hammer arrestors and trap primers are installed as necessary. In general this restroom is in good condition. The only noted issue is the women's lavatory sink needs to be serviced. It is not dispensing water properly; the issue is causing a substantial amount of water to spray throughout the restroom.

The restroom that is attached to the Snack Bar is in a state of decay. The plumbing is older and in some places has been replaced. It appears much of this replacement has been patches to fix problems that have occurred. The men's restroom has one urinal, one water closet and one lavatory sink. The fixtures are in fair to poor condition. The women's restroom has two water closets and one lavatory sink. The fixtures work and are in fair condition. All fixtures are stainless steel. It is recommended that if this restroom is to be used for the foreseeable future, the piping be replaced for this restroom.

The football field snack bar is made up of various serving/warming areas, storage areas and a small restroom. The storage areas are used for football gear. The review team did note that a portable air conditioner and a portable evaporative cooler were in the storage area. Presumably, this equipment is used to keep the snack bar cool during use. There is no permanent source of cooling, heating or ventilation in this space.

The storage area also contains a couple fridges and a freezer. There were two propane tanks stored in this area. These should be moved to a storage area that is not normally occupied.

The snack bar has a refrigerator, ice machine, numerous food warming devices, a two compartment fryer and a flat plate grill. The fryer does not have a grease exhaust hood or a grease interceptor. The use of the fryer is causing damage to the nearby walls. The fryer and flat plate grill should be removed from use until the appropriate equipment is installed to ensure safe operation.



**Figure 1: Fryer and Grill**

The snack bar area has a countertop sink that is not ADA compliant. The sink in general is in poor condition. There is no drain or floor sink. It is unclear where the ice maker can drain condensate or discharge water during maintenance.



**Figure 2: Football Snack Bar Sink**

The restroom (not open to the public) has a sink and a floor mounted water closet; neither fixture is ADA compliant. An electric water heater is installed in the restroom and serves hot water to the snack bar. The plumbing for the water heater appears to have been added after the general construction of the building as it is exposed and runs along the walls. The restroom exhaust fan does not work and should be repaired/replaced.

## South West Snack Bar and Restrooms (Baseball Snack Bar, Building #2)

The baseball field snack bar is made up of various serving/warming areas, storage areas and a small restroom. The storage area also contains a couple fridges and a freezer. The snack bar has a refrigerator, ice machine, and numerous food warming devices. There is an area with a stainless steel backsplash that appears to be used for frying food. The exhaust fan in this area is not suitable for this use; subsequently the grease has damaged the back draft dampers and more than likely the fan itself. This area does not have a grease exhaust hood or a grease interceptor. The fryer should be removed from use until the appropriate equipment is installed to ensure safe operation. The ice machine condensate is not working properly. The secondary pan is full and will eventually overflow.



Figure 3: Damaged Exhaust Fan

The snack bar is cooled by an evaporative cooler and ventilated by exhaust fans. Both the exhaust fan and the evaporative cooler are located on the roof. The evaporative cooler appears to be in good condition, the exhaust fan condition is damaged from fryer use as noted above. The snack bar area has a countertop sink that is not ADA compliant. The sink is in good condition. The restroom has a sink and a floor mounted water closet; the fixtures are ADA compliant. The exhaust fan in this restroom needs maintenance, it sounds as though it is damaged.



Figure 4: Snack Bar Sink

The electric room on this snack bar has a separate entrance. This room is cooled by an exhaust fan connected to a thermostat. During the review team's visit, the exhaust fan was not functioning.

### **North Restrooms (Building #1)**

The North restrooms have a women's and men's restroom as well as a snack bar. The snack bar has no permanent fixtures. The women's restroom has two water closets and one lavatory. The fixtures are in fair condition. The men's restroom has one urinal, one water closet and one lavatory. The lavatory needs maintenance; overall the fixtures are in fair condition. All fixtures meet ADA requirements. The snack bar does have hot water served by a 20 gallon electric hot water heater. The hot water heater appears to be in working condition.

## ***Electrical Overview***

### **South East Parking Lot**

The South East Field Parking Lot area currently has (2) 20ft HPS lighting fixtures located at the East and West perimeter of the parking area. After visual observation, it appears that the entire parking area is lacking the minimum 1 foot-candle coverage requirement. We recommend providing additional pole mounted fixtures to meet the minimum 1 foot-candle requirement.



**Figure 5: South East Parking Lot**

### **South East Snack Bar and Restrooms (Football Snack Bar, Buildings #3 and #4)**

This snack bar currently has no exterior lighting along the perimeter of the building. In addition, no pathway lighting was observed leading up the South East Snack Bar. An exterior mounted main service meter is located on the South end of the building. Main panelboard is a 100A, 120/240V 1ph, 3W, and currently serves all South East Snack

Bar facilities and attached restrooms. After visual inspection, the panel seems to be overloaded. There are multiple buss taps and branch circuits serving (7) refrigeration units, portable air-conditioning unit and a 240V 30A receptacle. We recommend a load study be conducted on the existing panel to determine if a service upgrade is required. The existing panelboard is recommended to be replaced with a 42 pole panelboard to service the additional circuits that are currently buss tapped from existing panelboard. Existing outlets over sink counter are required to be GFCI. Existing outlets over fryer and grill are required to have a shunt-trip circuit breaker interlocked with UL300 fire suppression system.

Currently the interior lighting consist of 1x4 T8 surface mounted fixture and incandescent 100W lamp holders. We recommend that lighting fixtures be replaced with LED fixtures that meet current Title-24 requirements. The building is protected with access controls via key card reader, door contact and motion sensors.



**Figure 6: South East Snack Bar  
Panelboard Figure**



**7: South East Snack Bar**

### **South West Snack Bar and Restrooms (Baseball Snack Bar, Building #2)**

This snack bar currently has exterior lighting covering the perimeter of the building. The Main panelboard is a 100A, 120/240V 1ph, 3W, and currently serves all South East Snack Bar facilities and attached restrooms. All 120V receptacles have GCFI protection. One 240V receptacle within 4ft of sink is not protected via GFCI circuit breaker.

Currently the interior lighting consist of 1x4 T8 surface mounted fixture with occupancy sensors. We recommend that lighting fixtures be replaced with LED fixtures that meet current Title-24 requirements. Currently the sink area lighting switch is currently mounted at 72" AFF and is not ADA compliant. Recommend lowering the switch per ADA requirements. We also recommend that lighting fixtures be replaced with LED fixtures that meet current Title-24 requirements. The building is protected with access controls via key card reader, door contact and motion sensors.



Figure 8: South West Snack Bar and Restrooms



Figure 9: South West Snack Bar 240V receptacle



Figure 10: South West Snack Bar light switch

### **North Restrooms (Building #1)**

This restroom currently has exterior lighting along the North and South perimeter walls of the building. The South exterior lighting fixture appears to be damaged. Recommend to provide additional security lighting along the West and East exterior perimeter walls. The Main panelboard is a 200A, 120/240V 1ph, 3W, and currently serves restroom building only.

Currently the interior lighting consist of 1x4 T8 surface mounted fixture with occupancy sensors. We recommend that lighting fixtures be replaced with LED fixtures that meet

current Title-24 requirements. The building is protected with access controls via key card reader, door contact and motion sensors.



Figure 11: North Restroom South Lighting Fixture Figure



12: North Restroom Interior Lighting Fixtures

**Anticipated repair costs: \$195,650.00**

## DEFICIENCY PHOTOGRAPHS – RIALTO CITY PARK



Photo 1

-No tow-away sign at entrance to parking lot



Photo 2

-No pole lights at parking lot



Photo 3

-Missing detectable warning surface between pedestrian walk and parking area  
-Accessible parking and access aisle slopes exceed 2% (measured up to 4.7%)  
-All accessible spaces missing 'MINIMUM FINE \$250' signs  
-For 101 to 150 total parking spaces, minimum of 5 accessible spaces required (133 existing spaces with 3 accessible spaces provided)



Photo 4

-Accessible path to baseball field bench less than 48" clear (measured 35")



Photo 5

*-No accessible path to Restroom Building #3 and Restroom/Concessions Building #4*



Photo 6

*-No accessible path to Football field bleachers (as shown in photo)  
-No accessible path to Baseball Field #2 (similar to this photo)*



Photo 7

*-Horizontal gaps greater than ½”  
-Vertical change in elevation greater than ¼”*



Photo 8

*-Cross slope greater than 2% (measured 2.3%)  
and/or running slope greater than 5%*



Photo 9

- Horizontal gaps greater than ½"
- Vertical change in elevation greater than ¼"



Photo 10

- Walking surface with greater than 4" change in level at edge (measured 6")



Photo 11

- No accessible picnic table space



Photo 12 – Building #1

- Vertical change in elevation greater than ¼" at brick arch paving
- No accessible Hi/Lo drinking fountain
- Shelf at concessions stand is a protruding object greater than 4" from face of wall



**Photo 13 – Building #1**

- Missing accessible restroom signage at door and wall
- Door landing clearance less than 60" (measured 56")



**Photo 14 – Building #1**

- No insulation at pipes below lavatory



**Photo 15 – Building #1**

- Less than 12" clear at strike side of accessible stall door (measured 9")



**Photo 16 – Building #1**

- Side grab bar less than 42" in length
- Top of both grab bars greater than 36" above finished floor



**Photo 17 – Building #1**

*-No insulation at pipes below lavatory*



**Photo 18 – Building #1**

*-Lip of accessible urinal greater than 17" above finished floor (measured 21")*



**Photo 19 – Building #1**

*-Rear grab bar less than 36" in length  
-Top of both grab bars greater than 36" above finished floor  
-Toilet paper dispenser not located adjacent to water closet*



**Photo 20 – Building #1**

*-Plumbing chase at Building #1*



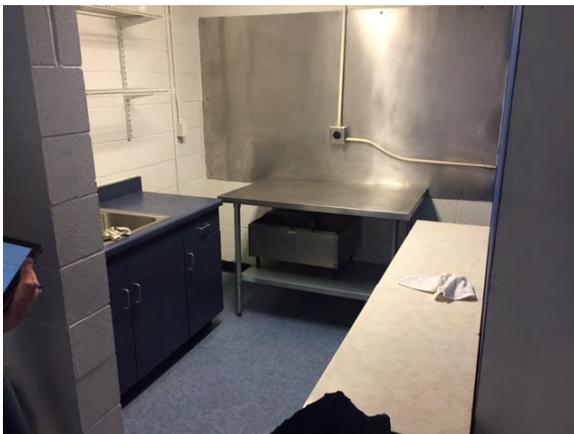
**Photo 21 – Building #2**

- Slope at drinking fountain and door landing exceeds 2%
- No room I.D. signage at door



**Photo 22 – Building #2**

- Missing accessible restroom signage at wall
- Incorrect door sign (tactile words not allowed at door)
- Existing pipes interfere with clear level door landing



**Photo 23 – Building #2**

- Double sink not located in an accessible cabinet (no knee space clearance)



**Photo 24 – Building #3**

- Incorrect door signage at accessible restrooms (tactile words not allowed at door)
- Door closers exceed 5 lbs opening force



Photo 25 – Building #3

-Toilet paper dispenser not located below grab bar



Photo 26 – Building #3

-Clearance at water closet less than 60”  
(measured from wall to urinal)



Photo 27 – Building #3

-Plumbing chase at Building #3



Photo 28 – Building #4

- Missing accessible restroom signage at wall,  
typical at Men’s and Women’s restrooms



**Photo 29 – Building #4**

- Width of accessible stall less than 60" clear (measured 58.5")
- Floor drain change in elevation greater than ¼"



**Photo 30 – Building #4**

- Width of accessible stall less than 60" clear (measured 58.5")
- Floor drain change in elevation greater than ¼"



**Photo 31 – Building #4**

- Top of counter at public concession window greater than 34" above finished surface (measured as 43.5" and 44")



**Photo 32 – Building #4**

- Protruding object, door lock cover greater than 4" from face of wall
- No room I.D. signage at door



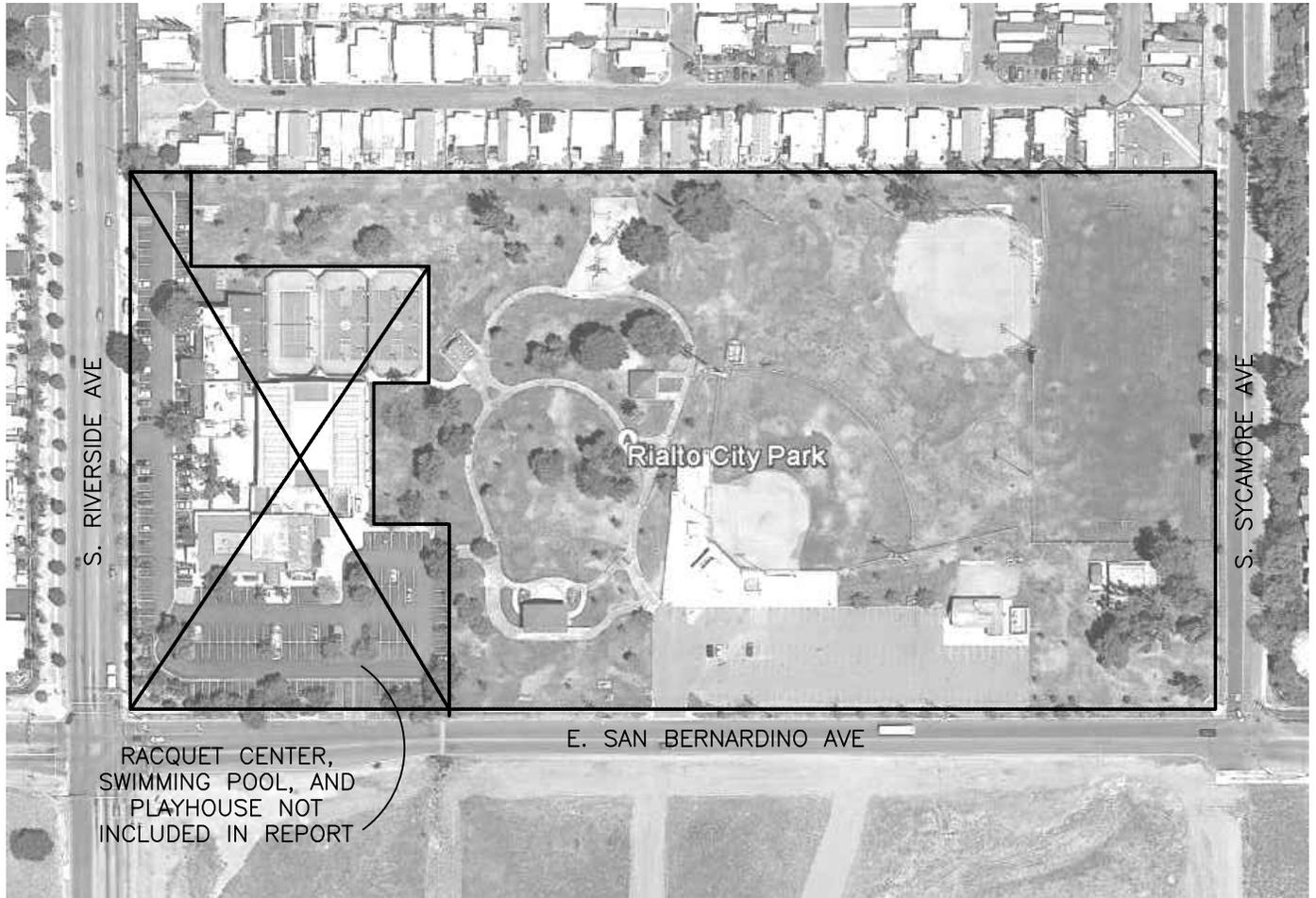
Photo 33 – Building #4

- Door threshold greater than ¼" vertical
- Concrete landing cracked



Photo 34 – Building #4

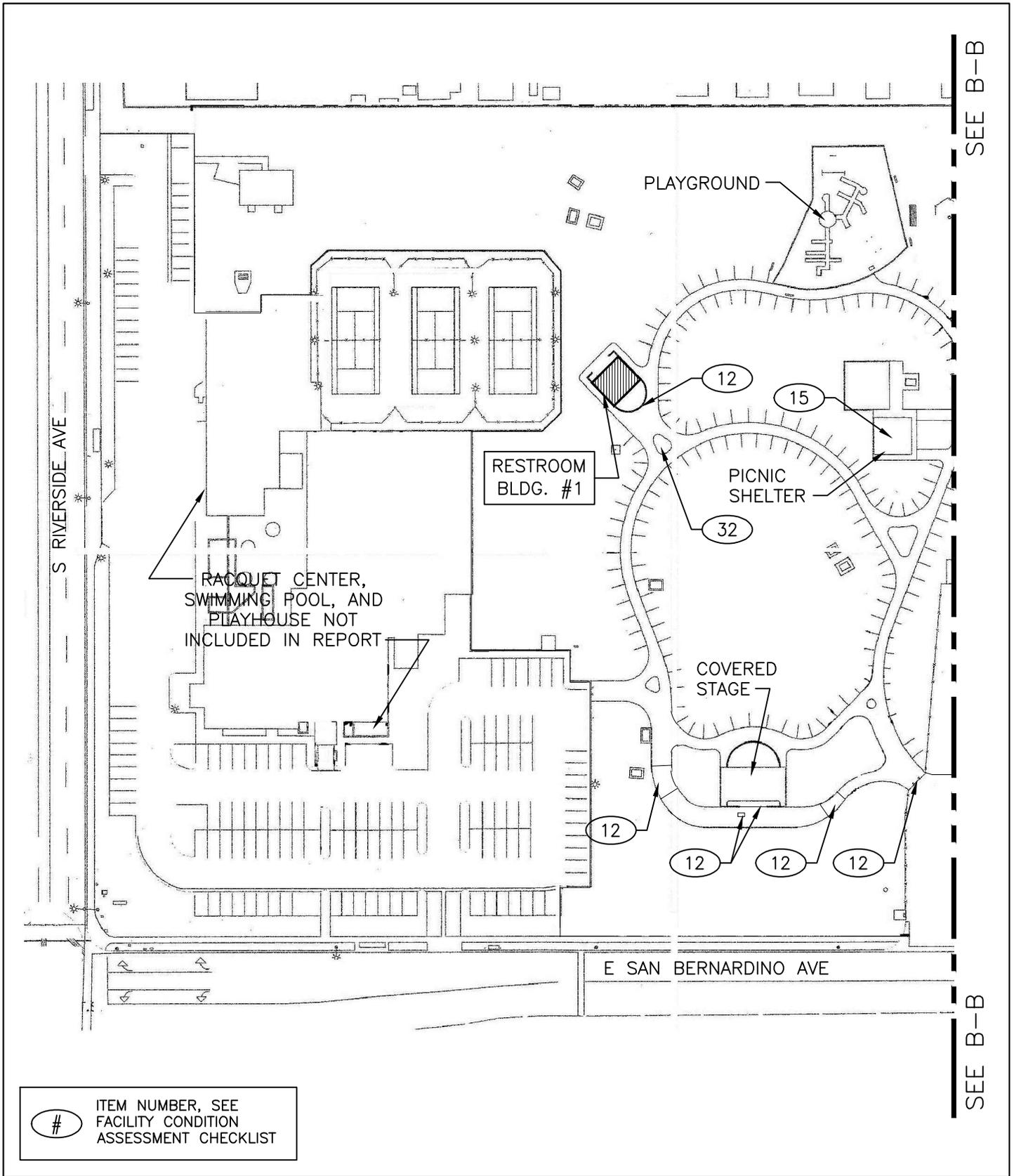
- Double sink not located in an accessible cabinet (no knee space clearance)
- No exhaust hood at fryer and cooktop



<b>PROJECT TITLE:</b> CITY OF RIALTO – RIALTO CITY PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 130 E. SAN BERNARDINO AVE RIALTO, CA 92376	<b>SCALE:</b> NOT TO SCALE <b>DATE:</b> 3/3/16

**DRAWING TITLE:**  
**OVERALL SITE PLAN**

NORTH



**PROJECT TITLE:**  
 CITY OF RIALTO – RIALTO CITY PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

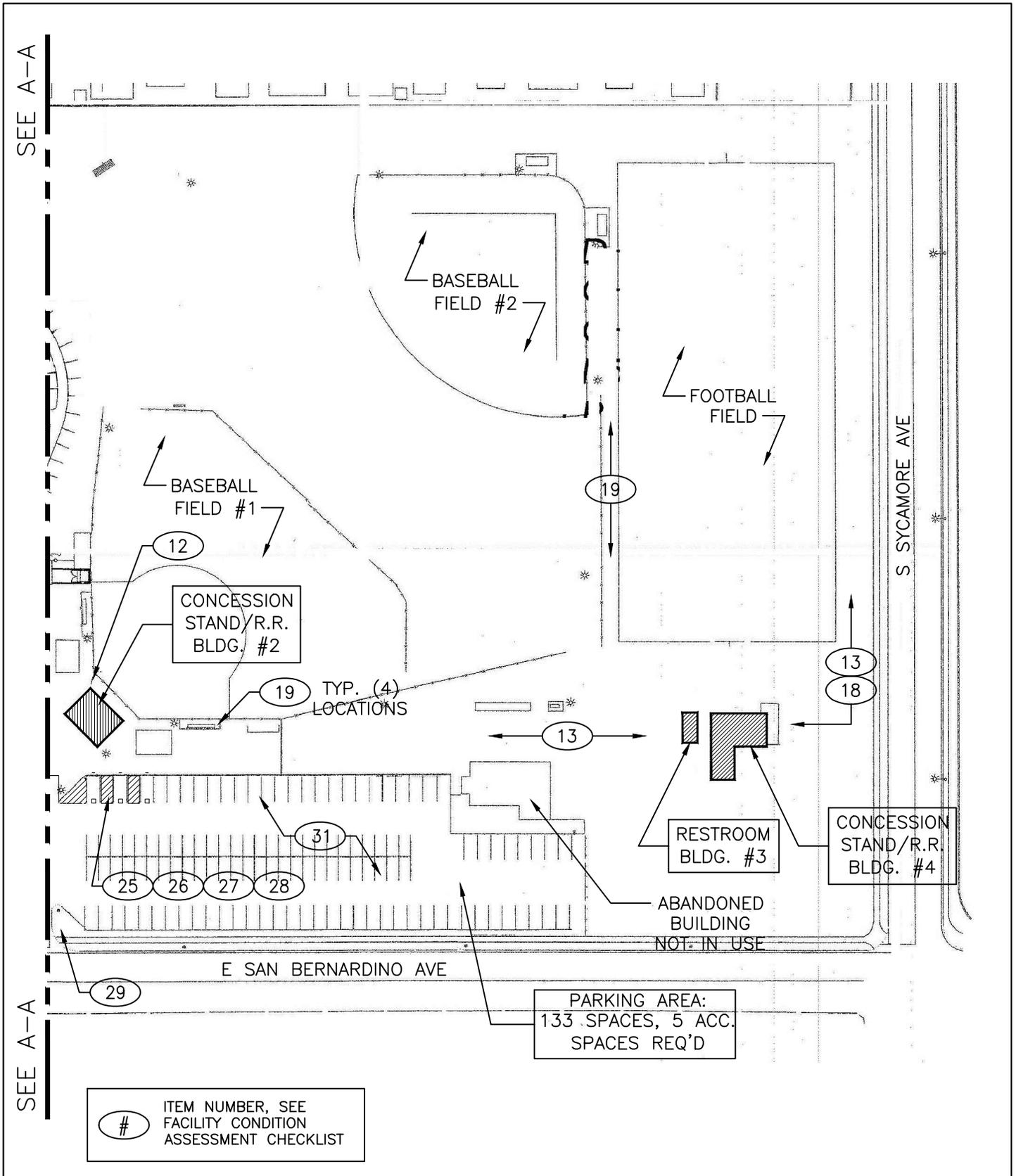
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 130 E. SAN BERNARDINO AVE  
 RIALTO, CA 92376

**SCALE:** 1"=1000'-0"  
**DATE:** 3/3/16

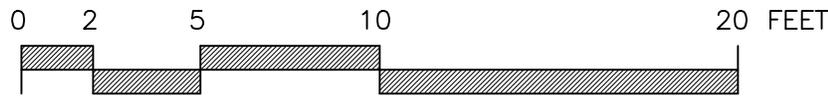
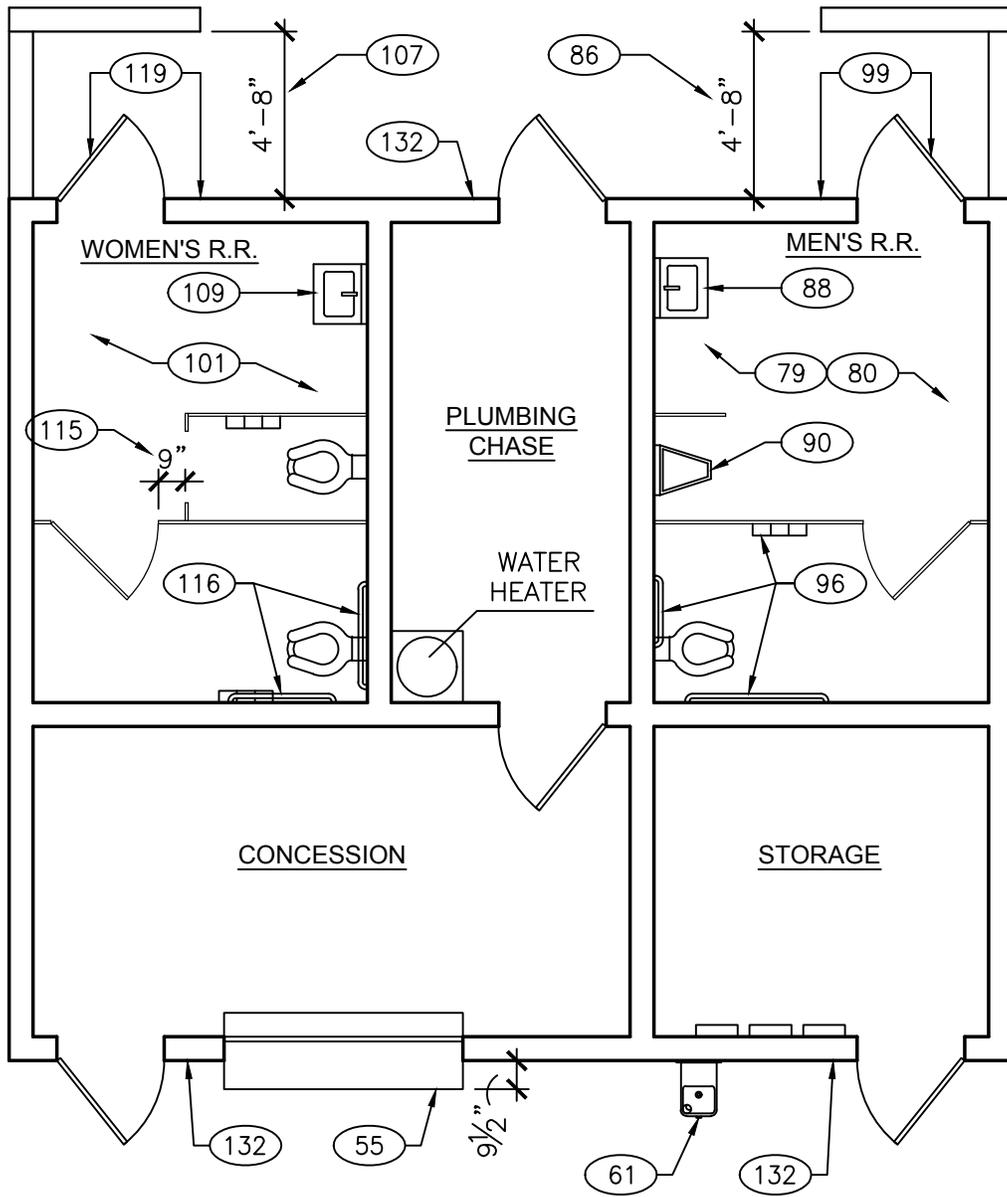
**DRAWING TITLE:**  
**SITE KEY PLAN: A-A**  
 NORTH PARKING AREA AND PUBLIC BUILDINGS

NORTH





<b>PROJECT TITLE:</b> CITY OF RIALTO – RIALTO CITY PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <h1>SITE KEY PLAN: B-B</h1> SOUTH PARKING AREA AND PUBLIC BUILDINGS	NORTH 
<b>PROJECT LOCATION:</b> 130 E. SAN BERNARDINO AVE RIALTO, CA 92376	<b>SCALE:</b> 1"=1000'-0" <b>DATE:</b> 3/3/16		



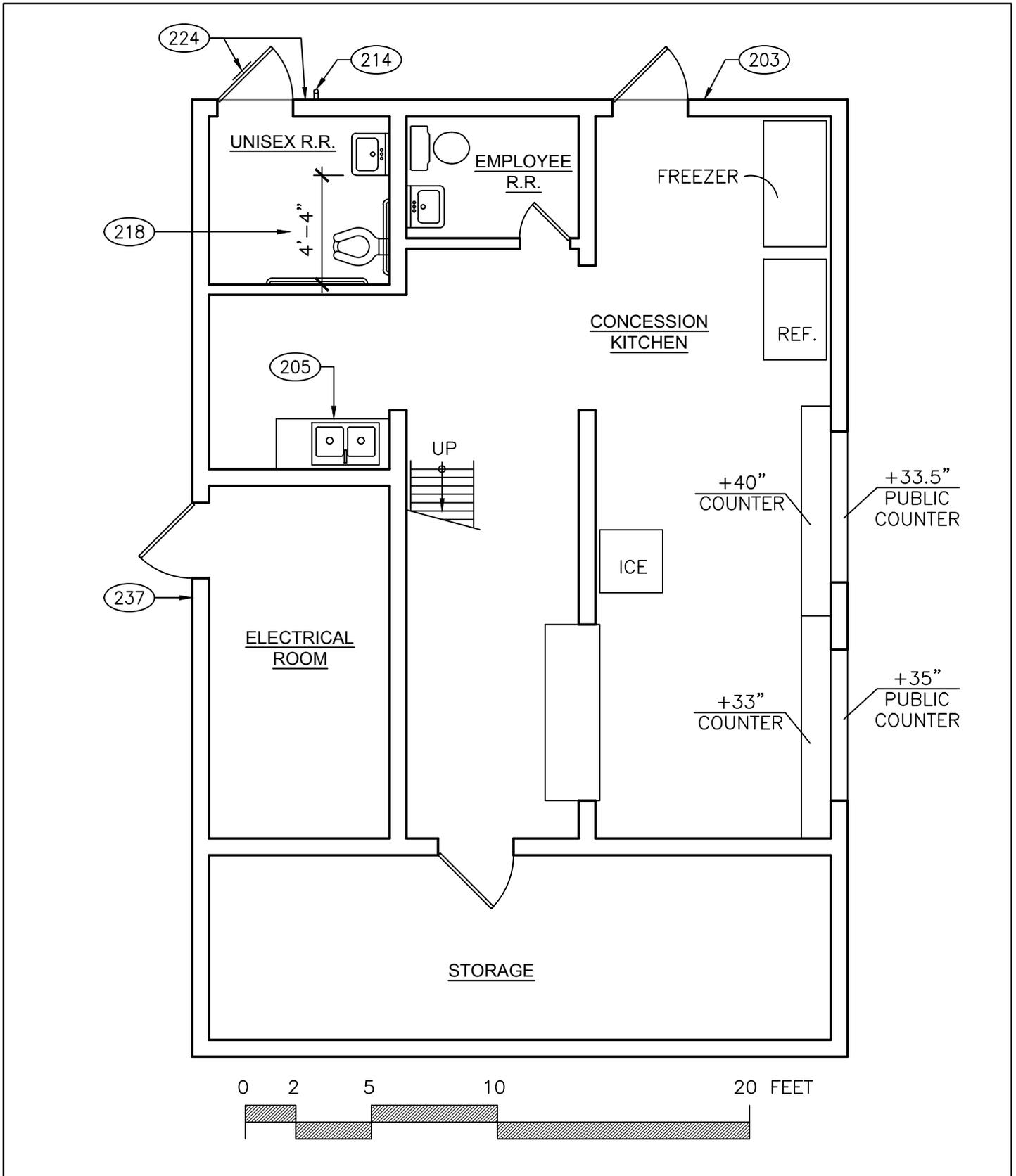
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 FACILITY CONDITION ASSESSMENT CHECKLIST

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 130 E. SAN BERNARDINO AVE  
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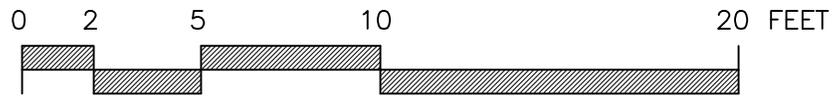
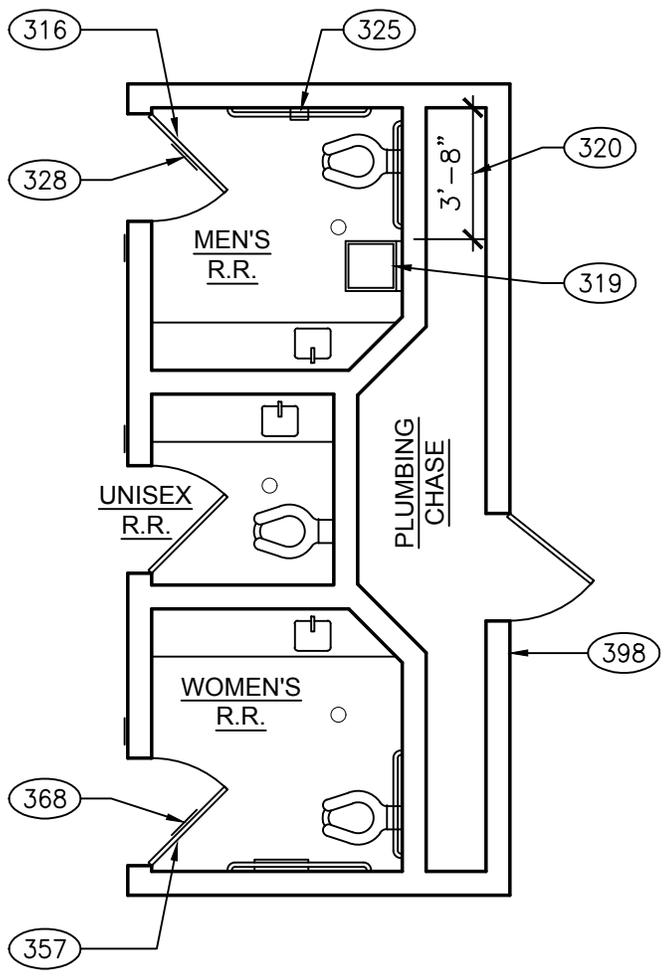
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**DATE:** 3/3/16

**DRAWING TITLE:**  
 RESTROOM BUILDING #1  
 FLOOR PLAN

**NORTH**



<b>PROJECT TITLE:</b> CITY OF RIALTO – RIALTO CITY PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <b>CONCESSION BUILDING #2</b> <b>FLOOR PLAN</b>		
<b>PROJECT LOCATION:</b> 130 E. SAN BERNARDINO AVE RIALTO, CA 92376		<b>SCALE:</b> 3/16"=1'-0" <b>DATE:</b> 3/3/16		



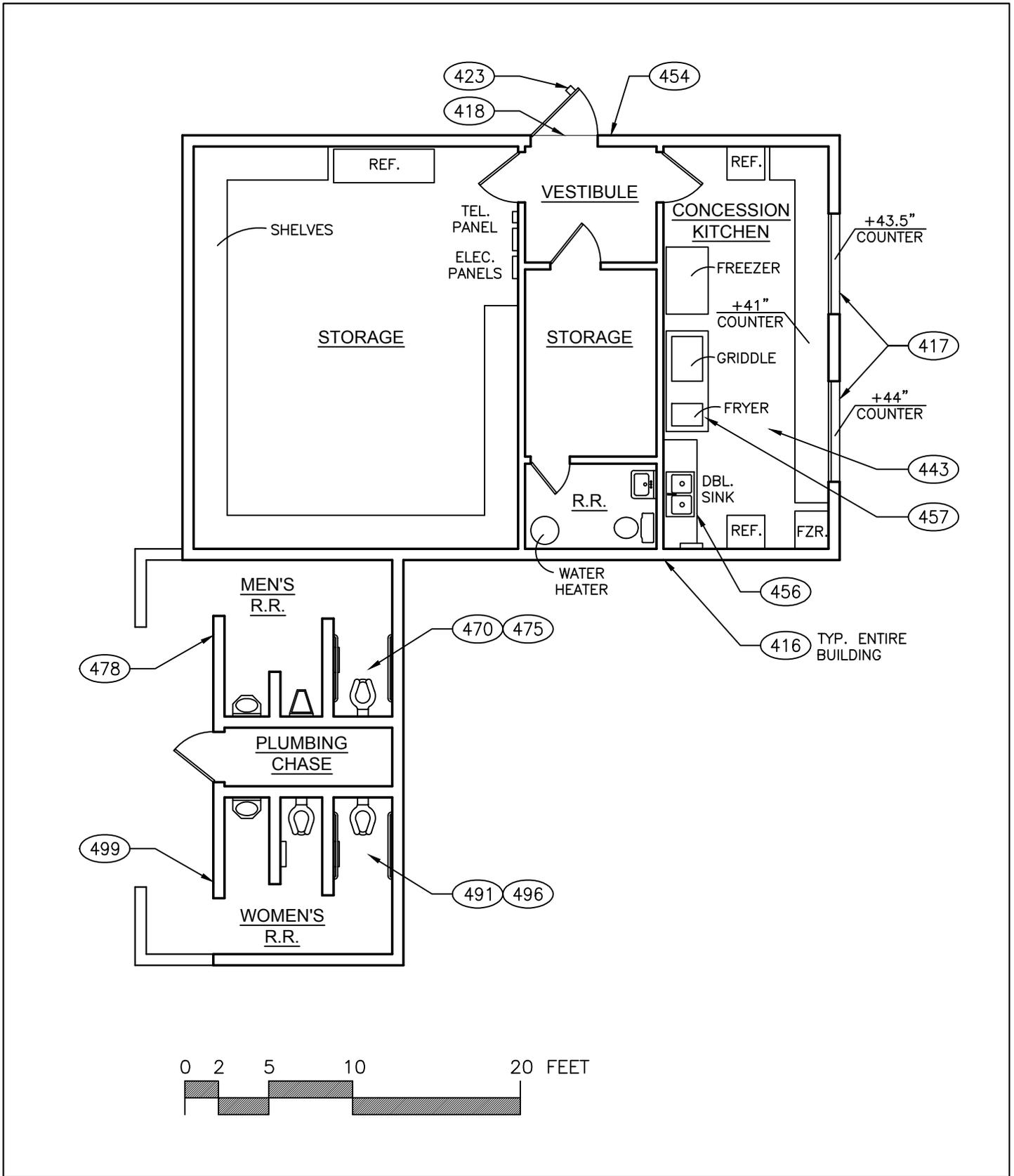
**PROJECT TITLE:**  
 CITY OF RIALTO – RIALTO CITY PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 130 E. SAN BERNARDINO AVE  
 RIALTO, CA 92376

**SCALE:** 3/16"=1'-0"  
**DATE:** 3/3/16

**DRAWING TITLE:**  
 RESTROOM BUILDING #3  
 FLOOR PLAN

**NORTH**



**PROJECT TITLE:**  
 CITY OF RIALTO – RIALTO CITY PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 130 E. SAN BERNARDINO AVE  
 RIALTO, CA 92376

**SCALE:** 1/8"=1'-0"

**DATE:** 3/3/16

**DRAWING TITLE:**  
 CONCESSION AND  
 RESTROOM BLDG. #4  
 FLOOR PLAN

NORTH



# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Rialto City Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								130 E. San Bernardino Avenue	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								9-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>GENERAL CONDITIONS</b>													
1	<b>Asbestos Report (Yes / No) When?</b>												
2		Asbestos? (Yes / No / Unknown)								Unknown			
3		Where?											
4	<b>Lead Paint Report (Yes / No) When?</b>												
5		Lead Paint? (Yes / No / Unknown)								Unknown			
6		Where?											
7	<b>Termite Report (Yes / No) When?</b>												
8		Termites? (Yes / No / Unkown)								Unknown			
9		Where?											
<b>PART A - SITE ACCESS</b>													
<b>CIVIL</b>													
10	On-Site Drainage								X				
11	On-Site Signage								X		Provide path-of-travel directional signage to accessible restrooms	\$3,000	
12	On-Site Sidewalks								X	7, 8, 9, 10, 12	Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2".	\$10,000	
13	Accessible path to public buildings								X	5	Provide accessible path to buildings #3 and #4	\$8,000	
14	ADA Ramps									X	Note: no ADA ramps on site		
15	Exterior Furniture								X	11	Provide accessible seating at picnic tables.	\$1,500	
16	Bike Racks									X			
17	Drinking Fountains			X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
18	Soccer Field							X		6	Provide accessible path to bleachers	\$5,000	
19	Baseball Fields							X		4, 6	Provide accessible path to baseball field #2. Provide accessible path to baseball field #1 bench area.	\$8,000	
	<b>Parking Lot</b>												
20	Parking Lot Drive Aisles Pavement				X								
21	Speed Bumps							X					
22	Parking Lot Spaces Pavement				X								
23	Striping / Pavement Markings				X								
24	Parking Curbs / tire stops				X								
25	ADA Parking Lot Spaces							X		3	Slopes up to 4.7%, re-pave to 2% max in any direction and re-stripe. 3 accessible spaces provided, 2 additional accessible parking spaces required (for 101 to 150 total spaces)	\$3,000	
26	ADA Access Aisle							X		3	Slopes up to 4.7%, re-pave to 2% max in any direction and re-stripe.	\$1,000	
27	Transition to Parking Lot							X		3	No detectable warning surface, recommend installing surface mounted detectable warning surface	\$1,000	
28	ADA Parking Stall Signage							X		3	Install 'MINIMUM FINE \$250' sign at all accessible spaces.	\$500	
29	ADA Tow-Away Signage							X		1	No signage, install new post-mounted sign at entrance to parking lot.	\$500	
30	Bollards				X								
31	Parking Lot Lighting							X		2	No lighting, recommend adding pole lights at parking lot.	\$30,000	

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>LANDSCAPE</b>													
32		Irrigation System			X								
33		Lawn Areas			X								
34		Landscape Low Vegetation			X								
35		Ground Cover (Mulch, Gravel, etc.)					X		10	Near Building #1, raise planter area with additional soil to less than 4" below adjacent concrete walk.		\$200	
36		Weeds, presence of?			X								
37		Trees (Proximity to Bldg.)			X								
38		Tree Grates								X			
39		Landscape Structures / Walls								X			
40		Other Amenities								X			
41		Landscape Lighting				X							
42		Building Ext. Lighting (in planters type)								X			
<b>SITE UTILITIES</b>													
43		Electrical Service											
44		Water Distribution System											
45		BackFlow Preventer											
46		Hose Bibbs											
47		Fire Water System											
48		Post Indicator Valve											
49		BackFlow Preventer											
50		Gas Distribution							X	No Gas on-site			

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
51	Sewer / Septic System							X					
52	Exterior Parking Lot Lighting												
<b>PART B - PUBLIC BUILDINGS</b>													
<b>RESTROOM BUILDING #1</b>													
<b>RESTROOM BUILDING #1 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #1 - Restroom and Storage Building</b>												
53	General Appearance				X								
54	Exterior Finish				X								
55	Window Openings / Glazing						X		12	Concession shelf at exterior is a protruding object. Recommend remove and replace shelf to be less than 4" from face of wall.		\$1,000	
56	Door openings				X								
57	Vents / Louvers				X								
58	Overhangs / Soffits				X								
59	Arcades / Covered Walkways							X					
60	Exterior Building Lighting							X		No exterior lighting fixture exist currently. Recommend adding fixtures.		\$5,000	
61	Architectural Elements						X		12	Drinking fountain is not Hi/Lo accessible. Recommend remove and replace drinking fountain and install wing guards.		\$3,500	
62	Dampproofing				X								
63	Expansion / Control Joints							X					
64	Sealants							X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>Bldg #1 - Roofing</b>													
65		Condition Rating			X								
66		Roofing Membrane			X								
67		Shingles			X								
68		Flashing			X								
69		Skylights						X					
70		Hatches						X					
71		Equipment Curbs						X					
72		Roof Equipment, See HVAC						X					
73		Vents			X								
74		Roof Drains						X					
75		Gutters / Downspouts						X					
76		Lightning Protection						X					
77		Ponding Water?						X					
78		Known Leakage?						X					
<b>RESTROOM BUILDING #1</b>													
<b>Bldg #1 - Men's Restroom</b>													
79		Wall Finishes						X	17, 18	Graffiti on walls, consider repainting.		\$500	
80		Floor Finishes						X	19	Concrete floor paint is about 20% worn, consider refinishing.		\$2,000	
81		Ceiling Finishes			X								
82		Light Fixtures			X								
83		Air Grills / Registers			X								

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ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
84		Fire Sprinkler Heads						X					
85		Windows / Glazing						X					
86		Doors						X			Exterior door landing less than 60" clear. Recommend remove and rebuild CMU privacy wall with minimum clearance.	\$1,000	
87		Door Hardware			X								
88		Sinks & Faucets						X	17		No insulation at pipes below lavatory. Recommend installing insulation to protect from user contact.	\$100	
89		Countertops						X					
90		Urinals						X	18		Recommend relocating urinal to accessible height.	\$500	
91		ADA Toilet			X								
92		Toilets						X					
93		Floor Drain			X								
94		Hose Bibb						X					
95		Toilet Partitions			X								
96		Restroom Accessories						X	19		Grab bars not located at accessible height, rear grab bar not accessible length, and toilet paper dispenser in wrong location. Recommend replacing and relocating accessories.	\$1,000	
97		Fire Alarm Components						X					
98		Electrical Outlets						X					
99		Signage						X	13		Door and wall restroom signage missing, install new signage.	\$400	
<b>Bldg #1 - Women's Restroom</b>													
100		Wall Finishes		X									
101		Floor Finishes						X	14		Concrete floor paint is about 20% worn, consider refinishing.	\$2,000	

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
102		Ceiling Finishes			X								
103		Light Fixtures			X								
104		Air Grills / Registers			X								
105		Fire Sprinkler Heads						X					
106		Windows / Glazing						X					
107		Doors					X			Exterior door landing less than 60" clear. Recommend remove and rebuild CMU privacy wall with minimum clearance.		\$1,000	
108		Door Hardware			X								
109		Sinks & Faucets					X		14	No insulation at pipes below lavatory. Recommend installing insulation to protect from user contact.		\$100	
110		Countertops						X					
111		ADA Toilet			X								
112		Toilets			X								
113		Floor Drain			X								
114		Hose Bibb						X					
115		Toilet Partitions					X		15	Clearance at accessible stall door not provided, recommend replacing ADA toilet and standard toilet partition stalls.		\$2,000	
116		Restroom Accessories					X		16	Grab bars not located at accessible height, side grab bar not accessible length. Recommend replacing and relocating grab bars.		\$700	
117		Fire Alarm Components						X					
118		Electrical Outlets						X					
119		Signage					X		13	Door and wall restroom signage missing, install new signage.		\$400	
<b>Bldg #1 - Other Spaces</b>													
120		Wall Finishes						X					
121		Floor Finishes				X			20	Concrete floor stained, recommend steam cleaning.		\$1,000	

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
122		Ceiling Finishes						X					
123		Light Fixtures			X								
124		Air Grills / Registers						X					
125		Fire Sprinkler Heads						X					
126		Windows / Glazing						X					
127		Doors			X								
128		Door Hardware						X					
129		Fire Alarm Components						X					
130		Electrical Outlets			X								
131		Tel / Data Outlets						X					
132		Signage						X	12	No room I.D. signage, recommend installing room I.D. signage at (3) doors.			\$600
<b>Concession Building #1 - PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
133		Water Heater, Tank Type (Age, Size)			X					Approx. 5 years old, approx. 10 gallons			
134		Water Heater, Tankless Type (Age, Size)						X					
135		Instant Hot Water Heater, Electric						X					
<b>Water Supply Piping</b>													
136		Copper			X					Plumbing is in ok condition, should continue to operate for many more years without significant issues.			
137		Galvanized Steel						X					
138		Recirculating Pump						X					
<b>Sewer System (Age)</b>													
139		Pipes			X					The older restroom waste piping is older but appears to be in ok shape. There is evidence of the occasional repair			
140		To Septic System						X					
141		Date Last Pumped?						X					
142		To Municipal Sewage System				X							\$3,000
<b>Gas System</b>													

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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143		Natural Gas						X					
144		Gas Meter						X					
145		Propane						X		Portable propane tanks are stored inside occupied space. Recommend these are moved to a storage shed		\$500	
146		Outdoor Tank						X					
147		Valves, Pipes						X					
<b>Concession Building #1 - ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
	<b>Electric</b>												
148		Service Entrance			X					Provide load study and conduct service upgrade if applicable.		\$25,000	
149		Electric Meter			X								
150		Main Switch Board						X					
151		Main Panel						X		Replace main panel to accomodate additional circuits		\$6,000	
152		Subpanels											
153		Conductors, wires, cables			X								
154		Conduits			X								
155		Outlets						X		Replace all receptacles with GFCI protection		\$2,000	
	<b>Telephone</b>												
156		Telephone Board			X								
157		Telephone System			X								
158		Jacks (See Interior Rooms)						X		Replace telephone outlets		\$300	
	<b>Fire Alarm System</b>												
159		Fire Alarm Panel						X					
160		Annunciator Panel						X					
161		Annunciators						X					
162		Detectectors						X					
163		Wiring						X					

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<b>CONCESSION BUILDING #2</b>												
<b>CONCESSION BUILDING #2 - EXTERIOR BUILDING ENVELOPE</b>												
<b>Bldg #2 - Concession Stand</b>												
164		General Appearance			X							
165		Exterior Finish			X							
166		Window Openings / Glazing							X			
167		Door openings			X							
168		Vents / Louvers			X							
169		Overhangs / Soffits			X							
170		Arcades / Covered Walkways							X			
171		Exterior Building Lighting			X							
172		Architectural Elements			X							
173		Dampproofing			X							
174		Expansion / Control Joints							X			
175		Sealants							X			
<b>Bldg #2 - Roofing</b>												
176		Condition Rating			X							
177		Roofing Membrane			X							
178		Shingles			X							
179		Flashing			X							
180		Skylights							X			
181		Hatches							X			
182		Equipment Curbs							X			
183		Roof Equipment, See HVAC							X			
184		Vents			X							
185		Roof Drains							X			
186		Gutters / Downspouts							X			
187		Lightning Protection							X			
188		Ponding Water?							X			
189		Known Leakage?							X			

**FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK**

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
190		Sealants						X					
<b>CONCESSION BUILDING #2 - INTERIOR SPACES</b>													
<b>Bldg #2 - Concessions Kitchen</b>													
191		Wall Finishes		X									
192		Floor Finishes		X									
193		Ceiling Finishes		X									
194		Light Fixtures					X			Sink area lighting switch is located near the ceiling. Recommend lowering switch to accessible height.		\$300	
195		Air Grills / Registers						X					
196		Fire Sprinkler Heads						X					
197		Windows / Glazing						X					
198		Doors		X									
199		Door Hardware		X									
200		Fire Alarm Components						X					
201		Electrical Outlets		X									
202		Tel / Data Outlets						X					
203		Signage						X		No room I.D. signage		\$200	
204		Countertops			X								
205		Cabinets					X			Double sink at cabinet is not accessible, recommend remove and replace.		\$1,500	
206		Equipment			X								
<b>Bldg #2 - Unisex Restroom (Note: restroom was locked, survey comments for interior space are based on as-built plans)</b>													
207		Wall Finishes			X								
208		Floor Finishes			X								
209		Ceiling Finishes			X								
210		Light Fixtures			X								
211		Air Grills / Registers			X								
212		Fire Sprinkler Heads						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Rialto City Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								130 E. San Bernardino Avenue	Address	
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years	Maintenance Records								9-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
213		Windows / Glazing						X					
214		Doors						X	22	Clear level landing at exterior not provided, recommend relocating pipes at strike side of door to outside the landing.			\$1,000
215		Door Hardware			X								
216		Sinks & Faucets			X								
217		Countertops						X					
218		ADA Toilet						X		Clear space at accessible water closet less than 60". Recommend enlarging room and relocating water closet and accessories.			\$5,000
219		Floor Drain			X								
220		Hose Bibb						X					
221		Restroom Accessories			X								
222		Fire Alarm Components						X					
223		Electrical Outlets						X					
224		Signage						X	22	Door sign incorrect and wall sign missing, install new signage.			\$400
		<b>Bldg #2 - Other Spaces</b>											
225		Wall Finishes			X								
226		Floor Finishes			X								
227		Ceiling Finishes			X								
228		Light Fixtures			X								
229		Air Grills / Registers						X					
230		Fire Sprinkler Heads						X					
231		Windows / Glazing						X					
232		Doors			X								
233		Door Hardware			X								
234		Fire Alarm Components						X					
235		Electrical Outlets			X								
236		Tel / Data Outlets						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
237		Signage					X		21	No room I.D. signage		\$200	
<b>Concession Building #2 - MECHANICAL SYSTEMS</b>													
238		HVAC Control System						X					
239		Rooftop Package Units (Age, Size)		X						Approx. 5 years, evaporative clg unit only			
		<b>Split System (Age, Size)</b>						X					
240		Condenser Coils						X					
241		Fan Coil Units						X					
		<b>Ductwork</b>											
242		Square Ducts						X		Not visible			
243		Round Ducts						X					
244		Flex Ducts						X					
245		Duct Insulation						X					
246		Diffusers			X					Clean during next maintenance activity		\$100	
		<b>Air Compressor (Age, Size)</b>						X					
247		Piping						X					
248		Valves						X					
		<b>Exhaust Fans (Where)</b>						X		Exhaust fan has significant build up of grease. Clean and service motor ASAP		\$600	
249		Intake Grills						X		Remove fryers from service or add grease exhaust and interceptor		\$9,000	
250		Ducts						X					
<b>Concession Building #2 - PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
251		Water Heater, Tank Type (Age, Size)						X					
252		Water Heater, Tankless Type (Age, Size)						X					
253		Instant Hot Water Heater, Electric	X							Unit is 5 years old, 1 gpm			
		<b>Water Supply Piping</b>											
254		Copper	X										
255		Galvanized Steel						X					
256		Recirculating Pump						X					
		<b>Sewer System (Age)</b>											

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
257		Pipes	X										
258		To Septic System						X					
259		Date Last Pumped?						X					
260		To Municipal Sewage System	X										
	<b>Gas System</b>												
261		Natural Gas						X					
262		Gas Meter						X					
263		Propane						X					
264		Outdoor Tank						X					
265		Valves, Pipes						X					
<b>Concession Building #2 - ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
	<b>Electric</b>												
266		Service Entrance						X					
267		Electric Meter						X					
268		Main Switch Board						X					
269		Main Panel		X									
270		Subpanels						X					
271		Conductors, wires, cables		X									
272		Conduits		X									
273		Outlets		X									
	<b>Telephone</b>												
274		Telephone Board						X					
275		Telephone System						X					
276		Jacks (See Interior Rooms)						X					
	<b>Fire Alarm System</b>												
277		Fire Alarm Panel						X					
278		Annunciator Panel						X					
279		Annunciators						X					
280		Detectors						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
281		Wiring						X					
<b>RESTROOM BUILDING #3</b>													
<b>CONCESSION BUILDING #3 - EXTERIOR BUILDING ENVELOPE</b>													
<b>Bldg #3 - Restroom and Concession Building</b>													
282		General Appearance		X									
283		Exterior Finish		X									
284		Window Openings / Glazing							X				
285		Door openings		X									
286		Vents / Louvers		X									
287		Overhangs / Soffits		X									
288		Arcades / Covered Walkways							X				
289		Exterior Building Lighting		X									
290		Architectural Elements							X				
291		Dampproofing		X									
292		Expansion / Control Joints							X				
293		Sealants		X									
<b>Bldg #3 - Roofing</b>													
294		Condition Rating		X									
295		Roofing Membrane		X									
296		Shingles		X									
297		Flashing		X									
298		Skylights							X				
299		Hatches							X				
300		Equipment Curbs							X				
301		Roof Equipment, See HVAC							X				
302		Vents		X									
303		Roof Drains							X				
304		Gutters / Downspouts							X				
305		Lightning Protection							X				

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, Mid-80s	Weather Condition		
ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
306		Ponding Water?						X					
307		Known Leakage?						X					
<b>CONCESSIONS BUILDING #3 - INTERIOR SPACES</b>													
	<b>Bldg #3 - Men's Restroom</b>												
308		Wall Finishes		X									
309		Floor Finishes		X									
310		Ceiling Finishes		X									
311		Light Fixtures		X									
312		Air Grills / Registers		X									
313		Fire Sprinkler Heads						X					
314		Windows / Glazing						X					
315		Doors		X									
316		Door Hardware					X		24	Closer over 5 lbs. operating force, recommend replace closer.		\$100	
317		Sinks & Faucets		X									
318		Countertops						X					
319		Urinals					X		26	Urinal interferes with required floor space, recommend remove fixture.		\$100	
320		ADA Toilet					X		25, 26	Clear floor space not provided, recommend remove urinal.			
321		Toilets						X					
322		Floor Drain		X									
323		Hose Bibb						X					
324		Toilet Partitions						X					
325		Restroom Accessories					X		25	Recommend relocating toilet paper dispenser to be below side grab bar.		\$50	
326		Fire Alarm Components						X					
327		Electrical Outlets						X					
328		Signage					X		24	Non-compliant door sign, recommend replacement.		\$200	
	<b>Bldg #3 - Women's Restroom</b>												
349		Wall Finishes		X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
350		Floor Finishes		X									
351		Ceiling Finishes		X									
352		Light Fixtures		X									
353		Air Grills / Registers		X									
354		Fire Sprinkler Heads						X					
355		Windows / Glazing						X					
356		Doors		X									
357		Door Hardware					X		24	Closer over 5 lbs. operating force, recommend replace closer.		\$100	
358		Sinks & Faucets		X									
359		Countertops						X					
360		ADA Toilet		X									
361		Toilets						X					
362		Floor Drain		X									
363		Hose Bibb						X					
364		Toilet Partitions						X					
365		Restroom Accessories		X									
366		Fire Alarm Components						X					
367		Electrical Outlets						X					
368		Signage					X		24	Non-compliant door sign, recommend replacement.		\$200	
		<b>Bldg #3 - Other Spaces</b>											
369		Wall Finishes		X									
370		Floor Finishes		X									
371		Ceiling Finishes		X									
372		Light Fixtures		X									
373		Air Grills / Registers						X					
374		Fire Sprinkler Heads						X					
375		Windows / Glazing						X					
376		Doors			X								
377		Door Hardware			X								

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
378	Fire Alarm Components							X					
379	Electrical Outlets				X								
398	Signage						X			No exterior Room I.D. signage for any exterior doors.		\$200	
<b>MECHANICAL SYSTEMS (No Mechanical systems at Building #3)</b>													
<b>PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
399	Water Heater, Tank Type (Age, Size)							X					
<b>Water Supply Piping</b>													
400	Copper		X							Piping is like new condition			
401	Galvanized Steel							X					
402	Recirculating Pump							X					
<b>Sewer System (Age)</b>													
403	Pipes		X							Piping is like new condition			
404	To Septic System							X					
405	Date Last Pumped?							X					
406	To Municipal Sewage System		X										
<b>ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
<b>Electric</b>													
407	Service Entrance							X					
408	Electric Meter							X					
409	Main Switch Board							X					
410	Main Panel			X									
411	Subpanels							X					
412	Conductors, wires, cables			X									
413	Conduits			X									
414	Outlets			X									
<b>CONCESSION BUILDING #4</b>													

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>CONCESSION BUILDING #4 - EXTERIOR BUILDING ENVELOPE</b>													
<b>Bldg #4 - Concession Stand</b>													
415		General Appearance				X							
416		Exterior Finish				X			31, 32	Recommend painting entire building.		\$5,000	
417		Window Openings / Glazing					X		31	Counter at concession stand higher than 34" above finished surface. Recommend enlarging (1) concession window and locating at accessible height.		\$1,500	
418		Door openings					X		33	Door threshold non-compliant, recommend remove and replace.		\$300	
419		Vents / Louvers			X								
420		Overhangs / Soffits			X								
421		Arcades / Covered Walkways						X					
422		Exterior Building Lighting			X								
423		Architectural Elements					X		32	Protruding object, door lock cover to concession kitchen door.		\$200	
424		Dampproofing			X								
425		Expansion / Control Joints						X					
426		Sealants						X					
<b>Bldg #4 - Roofing</b>													
427		Condition Rating			X								
428		Roofing Membrane			X								
429		Shingles			X								
430		Flashing			X								
431		Skylights						X					
432		Hatches						X					
433		Equipment Curbs						X					
434		Roof Equipment, See HVAC						X					
435		Vents			X								
436		Roof Drains						X					
437		Gutters / Downspouts						X					

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
438		Lightning Protection						X					
439		Ponding Water?						X					
440		Known Leakage?						X					
441		Sealants						X					
<b>CONCESSION BUILDING #4 - INTERIOR SPACES</b>													
	<b>Bldg #4 - Concessions Kitchen</b>												
442		Wall Finishes						X					
443		Floor Finishes						X	34	Recommend steam cleaning floor.		\$2,000	
444		Ceiling Finishes			X								
445		Light Fixtures						X					
446		Air Grills / Registers							X				
447		Fire Sprinkler Heads							X				
448		Windows / Glazing							X				
449		Doors			X								
450		Door Hardware			X								
451		Fire Alarm Components							X				
452		Electrical Outlets						X					
453		Tel / Data Outlets							X				
454		Signage					X		32	No room I.D. signage		\$200	
455		Countertops				X							
456		Cabinets					X		34	Cabinet at double sink is not accessible.		\$2,000	
457		Equipment						X	34	No exhaust hood at cooking equipment.		\$5,000	
	<b>Bldg #4 - Men's Restroom</b>												
458		Wall Finishes			X								
459		Floor Finishes			X								
460		Ceiling Finishes			X								
461		Light Fixtures			X								
462		Air Grills / Registers			X								

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
463		Fire Sprinkler Heads						X					
464		Windows / Glazing						X					
465		Doors						X					
466		Door Hardware						X					
467		Sinks & Faucets			X								
468		Countertops						X					
469		Urinals			X								
470		ADA Toilet						X	29	No accessible toilet provided. Accessible restroom provided at Building #3.			
471		Toilets			X								
472		Floor Drain			X								
473		Hose Bibb						X					
474		Toilet Partitions						X					
475		Restroom Accessories						X	29	Toilet stall with grab bars is too narrow to be an accessible stall (less than 60" wide) and too wide to be a semi-ambulatory stall (more than 37" wide).			
476		Fire Alarm Components						X					
477		Electrical Outlets						X					
478		Signage						X	28	No room I.D. signage. Recommend installing room I.D. sign and directional sign to Building #3 accessible restrooms.			\$200
<b>Bldg #4 - Women's Restroom</b>													
479		Wall Finishes			X								
480		Floor Finishes			X								
481		Ceiling Finishes			X								
482		Light Fixtures			X								
483		Air Grills / Registers			X								
484		Fire Sprinkler Heads						X					
485		Windows / Glazing						X					

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
486		Doors						X					
487		Door Hardware						X					
488		Sinks & Faucets			X								
490		Countertops						X					
491		ADA Toilet						X	29	No accessible toilet provided. Accessible restroom provided at Building #3.			
492		Toilets			X								
493		Floor Drain			X								
494		Hose Bibb						X					
495		Toilet Partitions						X					
496		Restroom Accessories						X	29	Toilet stall with grab bars is too narrow to be an accessible stall (less than 60" wide) and too wide to be a semi-ambulatory stall (more than 37" wide).			
497		Fire Alarm Components						X					
498		Electrical Outlets						X					
499		Signage						X	28	No room I.D. signage. Recommend installing room I.D. sign and directional sign to Building #3 accessible restrooms.			\$200
<b>Bldg #4 - Other Spaces</b>													
500		Wall Finishes			X								
501		Floor Finishes			X								
502		Ceiling Finishes			X								
503		Light Fixtures			X								
504		Air Grills / Registers						X					
505		Fire Sprinkler Heads						X					
506		Windows / Glazing						X					
507		Doors			X								
508		Door Hardware			X								
509		Fire Alarm Components						X					

**FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK**

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Rialto City Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								130 E. San Bernardino Avenue	Address	
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years	Maintenance Records								9-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
510	Electrical Outlets				X								
511	Tel / Data Outlets							X					
512	Signage							X					
<b>Concession Building #4 - MECHANICAL SYSTEMS</b>													
513	HVAC Control System							X					
514	Rooftop Package Units (Age, Size)							X					
	<b>Split System (Age, Size)</b>							X					
515	Condenser Coils							X		No known cooling, heating or ventilation system.			
516	Fan Coil Units							X		Temp clg provided by temp evap and Dx AC units			
	<b>Ductwork</b>									Consider adding clg/htg/ventilatoin		\$12,000	
517	Square Ducts							X					
518	Round Ducts							X					
519	Flex Ducts							X					
520	Duct Insulation							X					
521	Diffusers							X					
	<b>Air Compressor (Age, Size)</b>							X					
522	Piping							X					
523	Valves							X					
	<b>Exhaust Fans (Where)</b>							X		Remove fryers from service or add grease exhaust and interceptor		\$9,000	
524	Intake Grills							X					
525	Ducts							X					
<b>Concession Building #4 - PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
526	Water Heater, Tank Type (Age, Size)				X					Approx. 5 years old, approx. 10 gallons			
527	Water Heater, Tankless Type (Age, Size)							X					
528	Instant Hot Water Heater, Electric							X					
	<b>Water Supply Piping</b>												

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Rialto City Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life							130 E. San Bernardino Avenue	Address		
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records							9-Feb-16	Survey Date		
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition							James Fortunes, Principal Architect	Surveyor		
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, Mid-80s	Weather Condition		
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
529		Copper					X			Old restroom has combination of PVC, copper and black pipe. This should be replaced if this restroom is to remain in service		\$2,500	
530		Galvanized Steel						X					
531		Recirculating Pump						X					
		<b>Sewer System (Age)</b>											
532		Pipes					X			Replace pipes and venting if this system remains in service		\$4,500	
533		To Septic System						X					
534		Date Last Pumped?						X					
535		To Municipal Sewage System						X					
		<b>Gas System</b>						X					
536		Natural Gas						X					
537		Gas Meter						X					
538		Propane						X		Propane tanks in storage area need to be in a storage shed and not in occupied space		\$500	
539		Outdoor Tank						X					
540		Valves, Pipes						X					
<b>Concession Building #4 - ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
		<b>Electric</b>											
541		Service Entrance						X					
542		Electric Meter						X					
543		Main Switch Board						X					
544		Main Panel		X									
545		Subpanels											
546		Conductors, wires, cables		X									
547		Conduits		X									
548		Outlets		X									
		<b>Telephone</b>											
549		Telephone Board						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - RIALTO CITY PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Rialto City Park	Park Name	
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-80s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
550	Telephone System							X					
551	Jacks (See Interior Rooms)							X					
	<b>Fire Alarm System</b>												
552	Fire Alarm Panel							X					
553	Annunciator Panel							X					
554	Annunciators							X					
555	Detectectors							X					
556	Wiring							X					
											<b>TOTAL COST</b>	<b>\$195,650</b>	

# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Jerry Eaves Park  
1485 Ayala Dr  
Rialto, CA 92376**



April 19, 2016

**Prepared by:**

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**Joncich Sturm & Associates, Inc.  
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# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – Jerry Eaves Park**

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### **Table of Contents**

*Site Location*

*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/ Cost*



## ***Executive Summary – Jerry Eaves Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Jerry Eaves Park on February 9, 2016 to assess the condition of existing structures and the accessible features of the park. Jerry Eaves Park on North Ayala Drive consists of a two buildings and five picnic table shelters which support the park facilities and football fields. The snack bar building has restroom facilities and there is a separate stand-alone restroom facility

The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have complied with the building codes at the time of construction; but may not comply with current codes.

The North area of the park (see 'Site Key Plan A-A') includes a large parking lot and a pedestrian walkway from the Picnic Table Shelter #1 to the Snack Bar & Restroom Building #1. The North parking lot has several long, continuous cracks. Building #1 is a one-story concrete masonry unit (CMU) building with a flat roof. Several deficiencies within Building #1 are noted on the photos and checklist.

The South area of the park (see 'Site Key Plan B-B') includes several additional parking lots, 3 picnic table shelters, and the stand-alone Restroom Building #2. The Restroom Building #2 appears to be less than 5 years old and has a few minor deficiencies. The parking lots at the South area appear to be recently constructed or resurfaced.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code (CBC). In the report, these site and building accessibility deficiencies are identified in more detail, along with an estimated cost estimate to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

### ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of some of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

## ***Mechanical/Plumbing Overview***

### **Snack Bar & Restroom Building (Building #1)**

The snack bar is cooled by a window air conditioning unit that sits atop a platform and has its condenser air ducted to the outside. While this is unconventional, it appears to work. The restrooms are mechanically exhausted.



**Figure 1: Window style AC**



**Figure 2: Water Heater**

Domestic hot water is provided by a 40 gallon gas-fired hot water heater in fair condition. It appears to be functioning and simply needs to be cleaned. The unit was manufactured in 2005 so it is at or a little past its expected life. The City should consider replacing this unit to ensure continued, reliable use. The pipe insulation for domestic hot water should be replaced at the same time as the water heater replacement. It is damaged or missing in several locations.



**Figure 3: Propane and CO2 Tanks**

Propane tanks are stored in the storage room; this is an appropriate location. There are CO2 tanks stored in the snack bar area. They should be stored in the storage room as well.

The snack bar has a large fridge, large freezer, ice machine and other cooking equipment. There is a small fryer in the space. This does not appear to have caused any damage to walls but the necessary equipment is not installed to exhaust and trap grease and the City should consider removing this unit from use.



**Figure 3: Fryer**

The snack bar has an ADA compliant sink, a janitor's sink and a three-compartment sink. All of this equipment is in good condition.

Overall this snack bar is in good condition. It appears to have been well cared for over the years and it is anticipated that the City can expect many more years of use from the existing equipment.

The men's restroom has two urinals, one water closet and one lavatory; all devices appear to meet ADA requirements. All equipment is in fair condition.

The women's restroom has three water closets and two lavatories; all devices appear to meet ADA requirements. The water closets are in fair condition; the wall mounts for the water closets, however, are aged and may need replacing in the near future. The lavatory sinks are in fair condition. The hand dryer does not work. Maintenance should review this unit and repair or replace.

### **Restroom Building (Building #2)**

The South restrooms are in good condition and appear to have been recently constructed. The plumbing equipment is in good/new condition and all necessary devices are installed.

## ***Electrical Overview***

### **Parking Lot**

The South East Field Parking Lot area currently has approximately 20ft metal halide lighting fixtures located throughout the perimeter of the parking area. After visual observation, it appears that the entire parking area is lacking the minimum 1 foot-candle coverage requirement. We recommend providing additional pole mounted fixtures to meet the minimum 1 foot-candle requirement.

## Snack Bar & Restroom Building (Building #1)

This snack bar currently has exterior lighting covering the perimeter of the building. The Main panel board is a 150A, 120/208V 3ph, 4W, and currently serves all Snack Bar facilities and attached restrooms.

It appears that the snack bar main panel has plenty of capacity; however, there is not much room to grow. It is likely they could add a sub panel. This would require a 3 day load reading for the existing panel to ensure the panel has the capacity to support the sub panel and intended new devices. The transformer for the snack bar subpanel is missing a line-of-sight disconnect. This is a code requirement and should be installed.



Figure 5: Snack Bar Panel Transformer



Figure 5: Snack Bar Panel

Currently the interior lighting consist of 1x4 T8 surface mounted fixture with no occupancy sensors. The design review team suggests occupancy sensors be installed in this space to conserve energy. The sink area lighting switch is mounted at approximately 42" AFF and is ADA compliant.

The snack bar's exterior lighting has numerous broken lamps and lenses. All of these should be replaced. The snack bar has missing GFCI's both in the kitchen and the outside. These receptacles should have GFCI compliant receptacles installed. In addition, the outside receptacles do not have weatherproof covers. These should be installed.

## Restroom Building (Building #2)

The South restrooms are in good condition and appear to have been recently constructed. The electrical equipment is in good/new condition and all necessary devices are installed.

**Anticipated repair costs: \$214,300.00**

## DEFICIENCY PHOTOGRAPHS – JERRY EAVES PARK



Photo 1

- South Entrance: tow-away sign missing address and telephone number of towing location
- North Entrance: no tow-away sign



Photo 2

- Slope at drinking fountain exceeds 2%



Photo 3 – Typical (10) Locations

- Horizontal gaps greater than 1/2"
- Vertical change in elevation greater than 1/4"
- Cross slope greater than 2%
- Running slope greater than 5%



Photo 4 – Typical (3) Locations

- Horizontal gaps greater than 1/2"
- Vertical change in elevation greater than 1/4"
- Cross slope greater than 2%
- Running slope greater than 5%



Photo 5 – Typical (2) Locations

- Vertical change in elevation greater than  $\frac{1}{4}$ "
- Cross slope greater than 2%



Photo 6 – Typical (2) Locations

- Horizontal gaps greater than  $\frac{1}{2}$ "
- Cross slope greater than 2%



Photo 7

- Cross slope greater than 2% (at curb ramp),  
path-of-travel less than 48" wide



Photo 8

- Cross slope greater than 2%



Photo 9

- Cross slope greater than 2%
- Vertical change in elevation greater than ¼"



Photo 10

- Asphalt paving condition, typical at North and Northeast parking areas



Photo 11 – ADA Ramp to Sidewalk

- Bottom landing less than 72" clear
- Ramp width less than 48" clear
- Missing handrails



Photo 12 – ADA Ramp at Playground

- Missing handrails and wheel guard
- Bottom landing is not a smooth, stable surface



**Photo 13 – Accessible Parking #1**

- Slope exceeds 2% in any direction
- Missing 12" high 'NO PARKING' at access aisle
- Missing 'MINIMUM FINE \$250' sign at both accessible spaces



**Photo 14 – Accessible Parking #1 Ramp**

- Missing detectable warning surface
- Grooved border missing at top of ramp slope



**Photo 15 – Accessible Parking #2**

- Slope exceeds 2% in any direction
- Missing 12" high 'NO PARKING' at access aisle
- Missing 'MINIMUM FINE \$250' sign at both accessible spaces
- Right accessible space sign post is bent so that the sign does not face the accessible space



**Photo 16 – Accessible Parking #2 Ramp**

- Missing detectable warning surface
- Cracked/damaged concrete at ramp



**Photo 17 – Acc. Parking #3 (Left Spaces)**  
-Missing 12” high ‘NO PARKING’ at access aisle  
-Missing ‘MINIMUM FINE \$250’ sign at both accessible spaces



**Photo 18 – Acc. Parking #3 (Right Spaces)**  
-Missing 12” high ‘NO PARKING’ at access aisle  
-Missing ‘MINIMUM FINE \$250’ sign at both accessible spaces



**Photo 19 – Accessible Parking #3 (2) Ramps**  
-Missing detectable warning surface  
-Slope exceeds 8.33%



**Photo 20 – Accessible Parking #4**  
-Missing 12” high ‘NO PARKING’ at access aisle  
-Missing ‘MINIMUM FINE \$250’ sign at both accessible spaces



Photo 21 – Accessible Parking #4 Ramp

- Missing detectable warning surface
- Cracked/damaged concrete at ramp



Photo 22 – Accessible Parking #5

- Missing 'MINIMUM FINE \$250' sign at all 8 accessible spaces
- Missing detectable warning surface
- Worn paint and text at accessible spaces



Photo 23 – Accessible Parking #5

- Uneven asphalt paving at far right accessible space



Photo 24 – Accessible Parking #5

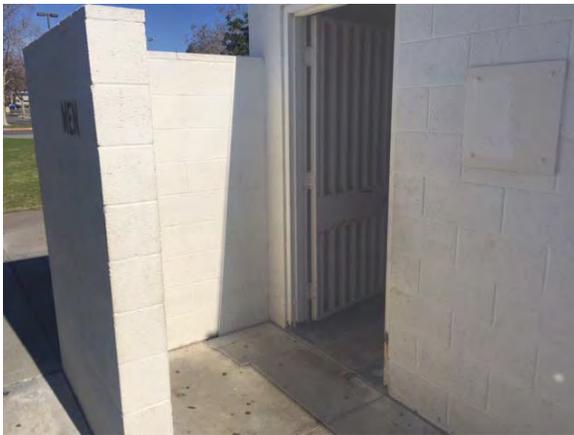
- Worn paint and text at accessible spaces



**Photo 25 – Accessible Parking #5**  
*-Missing detectable warning surface*



**Photo 26 – Building #1**  
*-Snack bar public counter height above finished surface exceeds 34”*  
*-Missing room I.D. signage*  
*-Light fixtures broken*



**Photo 27 – Building #1**  
*-Missing door and wall signage*  
*-Gate within 10” of finished surface is not smooth*  
*-Vertical change in elevation greater than ¼” at gate threshold*



**Photo 28 – Building #1**  
*- Pipes below lavatory not insulated against contact*  
*-Hand dryer exceeds 40” above finished floor*  
*-Worn floor finish*



**Photo 29 – Building #1**

- Width of accessible stall less than 60" clear (measured 59.5")
- Worn floor finish



**Photo 30 – Building #1**

- Grab bars not located correctly from side and rear walls
- Toilet paper dispenser is not below the side grab bar
- Worn floor finish



**Photo 31 – Building #1**

- Missing door and wall signage
- Gate within 10" of finished surface is not smooth
- Vertical change in elevation greater than ¼" at gate threshold



**Photo 32 – Building #1**

- Vertical change in elevation greater than ¼" at gate threshold



**Photo 33 – Building #1**

- Hand dryer exceeds 40" above finished floor
- Worn floor finish



**Photo 34 – Building #1**

- Less than 48" clear in front of water closet due to toilet partition door
- Landing at pull side of toilet partition door less than 60" clear
- Worn floor finish



**Photo 35 – Building #1**

- Grab bars not located correctly from side and rear walls
- Toilet paper dispenser is not below the side grab bar
- Worn floor finish



**Photo 36 – Building #2**

- Door signs with tactile characters are non-compliant (2 locations)
- Tactile wall sign centerline closer than 9" to strike side of door (3 locations)



**Photo 37 – Building #2**

- Door signs with tactile characters are non-compliant
- Tactile wall sign centerline closer than 9" to strike side of door



**Photo 38 – Building #2**

- Missing room I.D. wall sign



**Photo 38 – Building #2**

- Less than 60" clear width at accessible water closet due to urinal



**PROJECT TITLE:**  
 CITY OF RIALTO – JERRY EAVES PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

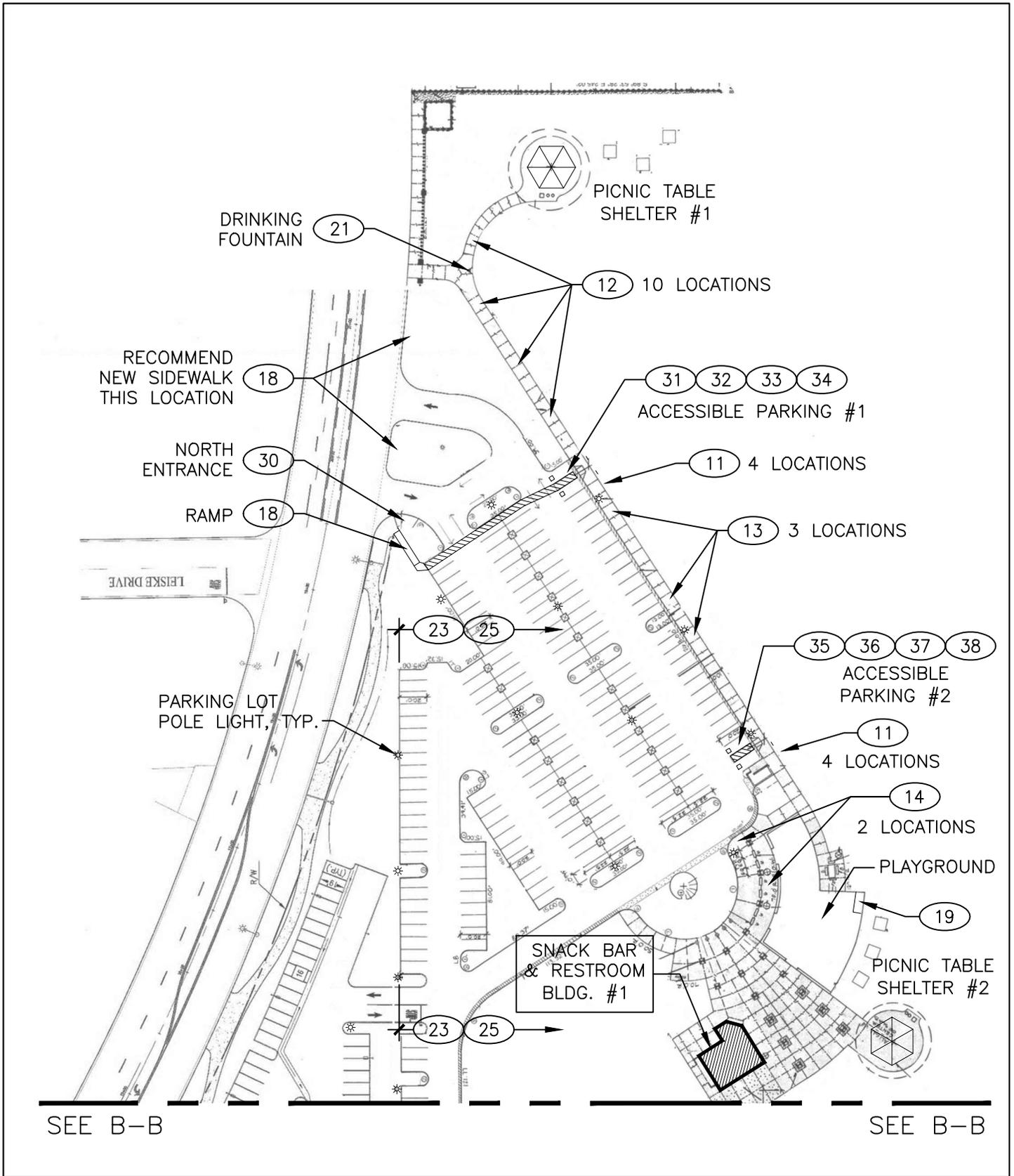
**PROJECT LOCATION:**  
 1485 AYALA DR  
 RIALTO, CA 92376

**SCALE:** NOT TO SCALE

**DATE:** 3/17/16

**DRAWING TITLE:**  
**OVERALL SITE PLAN**  
 PARKING AREA, PUBLIC BUILDING, AND FIELDS

NORTH



<b>PROJECT TITLE:</b> CITY OF RIALTO – JERRY EAVES PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 1485 AYALA DR RIALTO, CA 92376	<b>SCALE:</b> 1"=1000'-0" <b>DATE:</b> 3/17/16

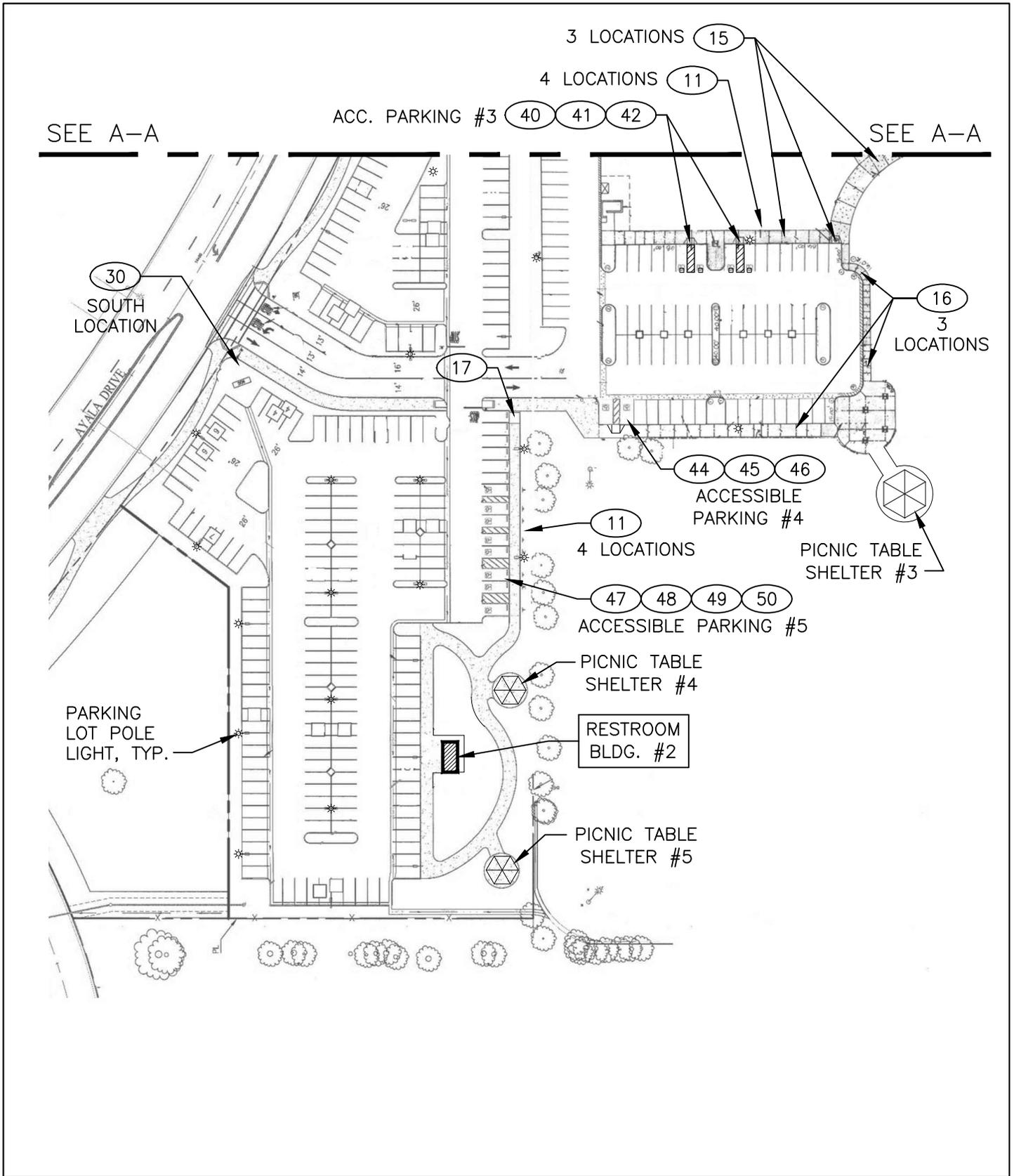
**DRAWING TITLE:**

# SITE KEY PLAN: A-A

NORTH PARKING AREA AND PUBLIC BUILDINGS

NORTH





**PROJECT TITLE:**  
 CITY OF RIALTO – JERRY EAVES PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 1485 AYALA DR  
 RIALTO, CA 92376

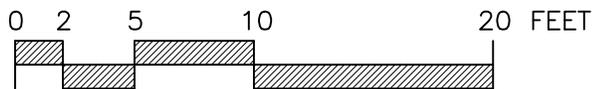
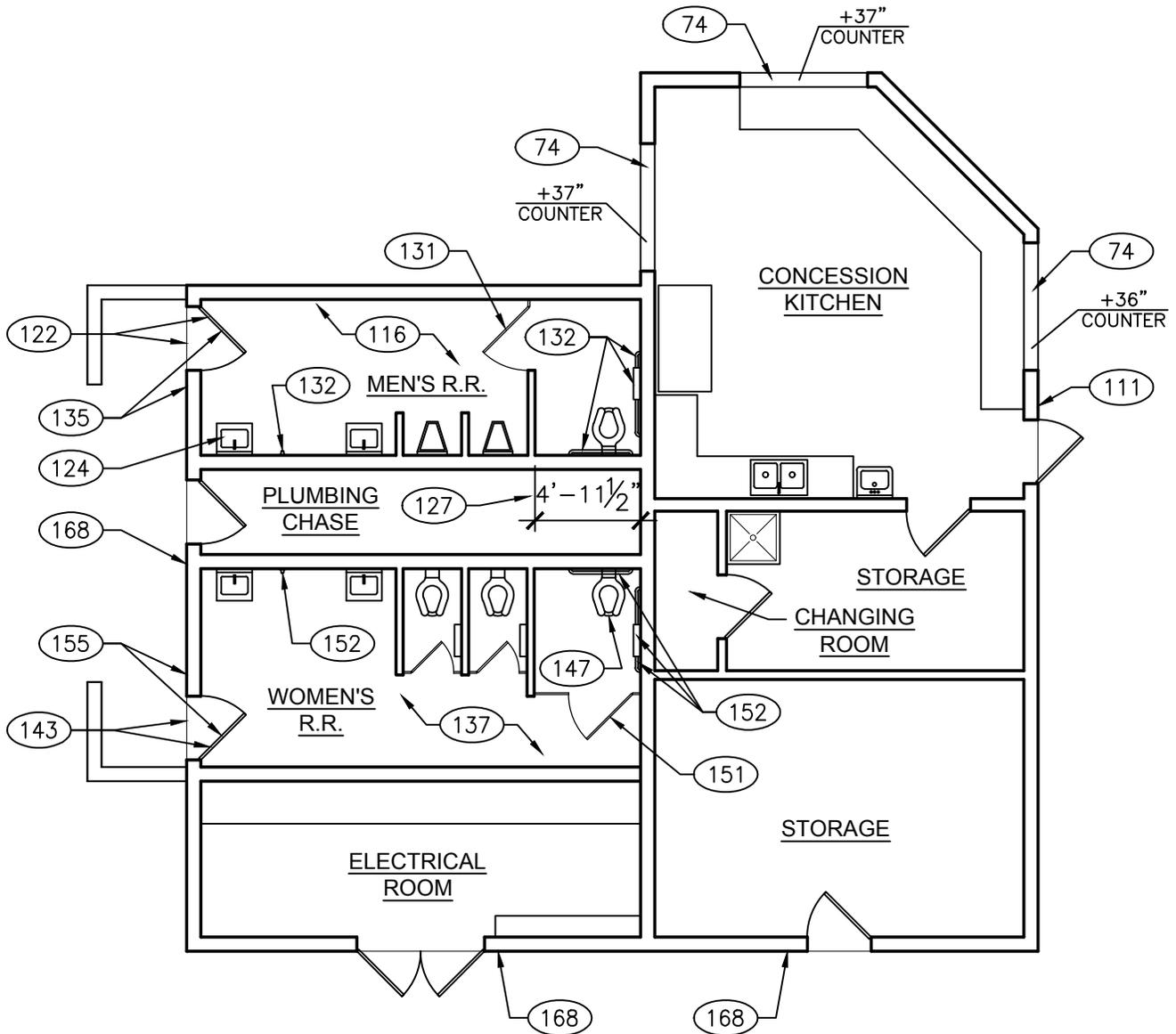
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**DATE:** 3/17/16

**DRAWING TITLE:**  
**SITE KEY PLAN: B-B**  
 SOUTH PARKING AREA AND PUBLIC BUILDINGS

**NORTH**





**PROJECT TITLE:**  
 CITY OF RIALTO – JERRY EAVES PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 1485 AYALA DR  
 RIALTO, CA 92376

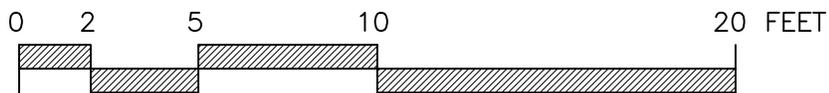
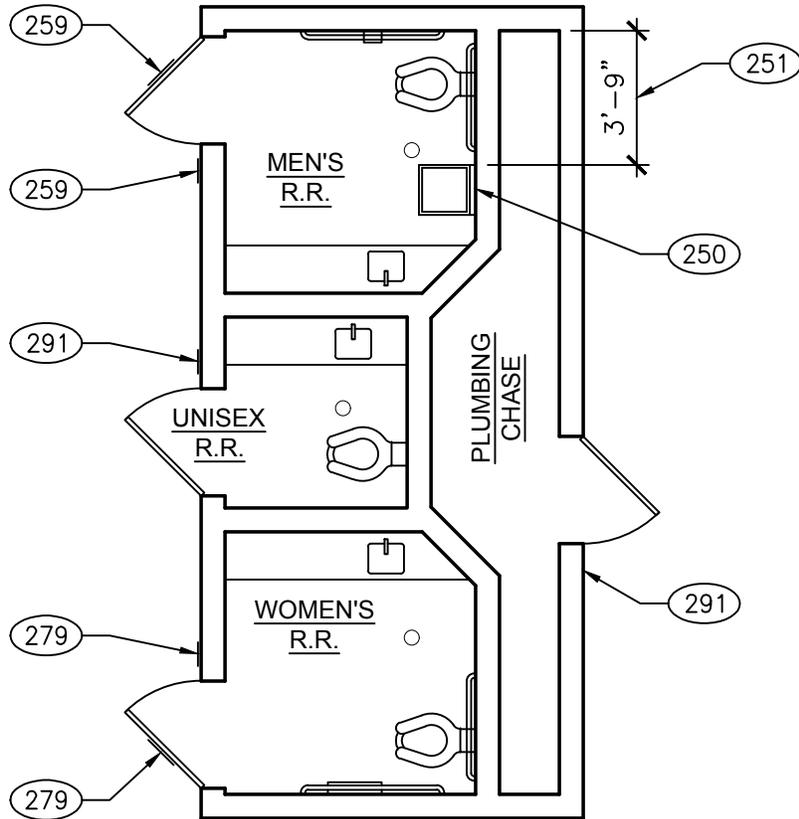
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**DATE:** 3/17/16

**DRAWING TITLE:**  
**SNACK BAR &  
 RESTROOM BLDG. #1  
 FLOOR PLAN**

NORTH





**PROJECT TITLE:**

CITY OF RIALTO – JERRY EAVES PARK  
FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**

1485 AYALA DR  
RIALTO, CA 92376

**SCALE:**

3/16"=1'-0"

**DATE:**

3/17/16

**DRAWING TITLE:**

**RESTROOM BUILDING #2  
FLOOR PLAN**

NORTH



## FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST		
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component  Expected Service life  Maintenance Records  Visual Inspection Condition								Jerry Eaves Park			Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years									1485 N. Ayala Dr			Address	
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years									11-Feb-16			Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available									James Fortunes, Principal Architect			Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.									Sunny, clear, Mid-70s			Weather Condition	
ITEM #	ITEMS	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION							
<b>GENERAL CONDITIONS</b>															
1	<b>Asbestos Report (Yes / No) When?</b>														
2	Asbestos? (Yes / No / Unknown)									Unknown					
3	Where?														
4	<b>Lead Paint Report (Yes / No) When?</b>														
5	Lead Paint? (Yes / No / Unknown)									Unknown					
6	Where?														
7	<b>Termite Report (Yes / No) When?</b>														
8	Termites? (Yes / No / Unkown)									Unknown					
9	Where?														
<b>PART A - SITE ACCESS</b>															
<b>CIVIL</b>															
10	On-Site Drainage											X			
11	On-Site Signage											X	Provide path-of-travel directional signage to accessible restrooms, recommend minimum (4) signs	\$2,000	
12	On-Site Sidewalks - from Picnic Shelter #1 to Accessible Parking #1											X	3 Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at (10) locations.	\$5,000	
13	On-Site Sidewalks - from Accessible Parking #1 to Accessible Parking #2											X	4 Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at (3) locations.	\$1,000	
14	On-Site Sidewalks - from Accessible Parking #2 to Playground and Concession Building #1											X	5 Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at (2) locations.	\$800	

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Jerry Eaves Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								1485 N. Ayala Dr	Address	
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years	Maintenance Records								11-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
15	On-Site Sidewalks - from Concession Building #1 to Accessible Parking #3							X		6, 7	Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at (3) locations.	\$1,500	
16	On-Site Sidewalks - from Accessible Parking #3 to Accessible Parking #4							X		8,9	Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at (3) locations.	\$2,000	
17	On-Site Sidewalks - from Accessible Parking #4 to Accessible Parking #5 and Restroom Building #2							X			Slope in direction of travel exceeds 5%. Recommend remove and replace to less than 5% running slope and 2% cross slope.	\$500	
18	ADA Ramp - From W. Ayala Dr to Accessible Parking #1							X		11	Bottom landing less than 72" clear, ramp width less than 48" clear. Recommend removing the ramp and continue the sidewalk along Ayala Drive to park access leading to Picnic Shelter #1.	\$20,000	
19	ADA Ramp - at Playground							X		12	Ramp missing handrails, wheel guards, and stable surface at bottom landing. Recommend raising the playground surface and installing rubber play matting to eliminate the ramp.	\$1,500	
20	Bike Racks								X				
21	Drinking Fountains				X					2	Landing at drinking fountain exceeds 2%. Recommend remove and replace concrete landing.	\$500	
22	Football/Soccer Fields				X								
<b>Parking Lot - Overall</b>													
23	Parking Lot Drive Aisles Pavement							X		10	Asphalt paving cracked and worn, recommend repave and restripe North and Northeast parking lot areas	\$30,000	
24	Speed Bumps								X				
25	Parking Lot Spaces Pavement							X		10	Asphalt paving cracked and worn, recommend repave and restripe North and Northeast parking lot areas	\$70,000	

## FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST	
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component  Expected Service life  Maintenance Records  Visual Inspection Condition								Jerry Eaves Park			Park Name
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years									1485 N. Ayala Dr			Address
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years									11-Feb-16			Survey Date
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available									James Fortunes, Principal Architect			Surveyor
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s			Weather Condition
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
26		Striping / Pavement Markings					X		10	Asphalt paving cracked and worn, recommend repave and restripe North and Northeast parking lot areas	\$2,000			
27		Parking Curbs / tire stops			X									
28		Bollards						X						
29		Parking Lot Lighting					X			Parking lot appears to have less than 1 footcandle, recommend photometric study and approximately 7 to 10 additional pole fixtures for entire parking lot.	\$32,500			
30		ADA Tow-Away Signage					X		1	No signage at North parking lot entrance, install new post-mounted sign. South entrance tow-away sign missing contact information, add address and telephone number to sign.	\$600			
<b>Accessible Parking #1</b>														
31		ADA Parking Lot Spaces					X		13	Slopes exceed 2%, re-pave to 2% max in any direction and re-stripe.	\$2,000			
32		ADA Access Aisle					X		13	Slopes exceed 2%, re-pave to 2% max in any direction and re-stripe with 12" high 'NO PARKING' text at access aisle	\$1,000			
33		ADA Curb Ramp					X		14	No detectable warning surface, recommend installing surface mounted detectable warning surface	\$300			
34		ADA Parking Stall Signage					X		13	Install 'MINIMUM FINE \$250' sign at both accessible spaces.	\$400			
<b>Accessible Parking #2</b>														
35		ADA Parking Lot Spaces					X		15	Slopes exceed 2%, re-pave to 2% max in any direction and re-stripe.	\$2,000			
36		ADA Access Aisle					X		15	Slopes exceed 2%, re-pave to 2% max in any direction and re-stripe with 12" high 'NO PARKING' text at access aisle	\$1,000			
37		ADA Curb Ramp					X		16	Cracked/damaged concrete ramp and no detectable warning surface, recommend removing and installing new curb ramp	\$2,000			

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

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2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
38		ADA Parking Stall Signage					X		15	Install 'MINIMUM FINE \$250' sign at both accessible spaces. Remove and replace damaged post at right accessible space.	\$400		
<b>Accessible Parking #3</b>													
39		ADA Parking Lot Spaces			X								
40		ADA Access Aisle					X		17, 18	Paint 12" high 'NO PARKING' text at access aisle	\$400		
41		ADA Curb Ramp					X		19	Both ramps exceed 8.33% slope do not have dectable warning surfaces, recommend removing and installing new curb ramp	\$4,000		
42		ADA Parking Stall Signage					X		17, 18	Install 'MINIMUM FINE \$250' sign at all (4) accessible spaces.	\$800		
<b>Accessible Parking #4</b>													
43		ADA Parking Lot Spaces			X								
44		ADA Access Aisle					X		20	Paint 12" high 'NO PARKING' text at access aisle	\$200		
45		ADA Curb Ramp					X		21	Cracked/damaged concrete ramp and no dectable warning surface, recommend removing and installing new curb ramp	\$2,000		
46		ADA Parking Stall Signage					X		20	Install 'MINIMUM FINE \$250' sign at both accessible spaces.	\$400		
<b>Accessible Parking #5</b>													
47		ADA Parking Lot Spaces					X		22, 23	Far right accessible space has uneven asphalt paving, recommend repaving that stall and restriping all (8) accessible spaces	\$1,500		
48		ADA Access Aisle					X		24	NO PARKING' text at access aisles is worn, repaint at (4) access aisles	\$400		

## FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	Sunny, clear, Mid-70s		Weather Condition									
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
49		ADA Curb Ramp					X		25	No detectable warning surface, recommend install surface mounted detectable warning surface entire length of accessible spaces		\$1,500		
50		ADA Parking Stall Signage					X		22, 23	Install 'MINIMUM FINE \$250' sign at (8) accessible spaces.		\$1,600		
<b>LANDSCAPE</b>														
51		Irrigation System			X									
52		Lawn Areas			X									
53		Landscape Low Vegetation			X									
54		Ground Cover (Mulch, Gravel, etc.)						X						
55		Weeds, presence of?			X									
56		Trees (Proximity to Bldg.)			X									
57		Tree Grates						X						
58		Landscape Structures / Walls						X						
59		Other Amenities						X						
60		Landscape Lighting						X						
61		Building Ext. Lighting (in planters type)						X						
<b>SITE UTILITIES (site utilities not included)</b>														
62		Electrical Service												
63		Water Distribution System												
64		BackFlow Preventer												

**FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK**

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
65		Hose Bibbs											
66		Fire Water System											
67		Post Indicator Valve											
68		BackFlow Preventer											
69		Gas Distribution											
70		Sewer / Septic System											
71		Exterior Parking Lot Lighting							X		See Item #29 comment		
<b><u>PART B - PUBLIC BUILDINGS</u></b>													
<b>SNACK BAR &amp; RESTROOM BUILDING #1</b>													
<b>Snack Bar &amp; Restroom Building #1 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #1 - Walls</b>												
72		General Appearance					X						
73		Exterior Finish					X						
74		Window Openings / Glazing						X		26	Counter at concession stand higher than 34" above finished surface. Recommend enlarging (1) concession window and locating at accessible height.	\$1,500	
75		Door openings			X								
76		Vents / Louvers			X								
77		Overhangs / Soffits			X								
78		Arcades / Covered Walkways							X				
79		Exterior Building Lighting					X			26	Broken exterior light fixtures, recommend replace	\$2,000	
80		Architectural Elements			X								

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
81		Dampproofing			X								
82		Expansion / Control Joints						X					
83		Sealants						X					
<b>Bldg #1 - Roofing</b>													
84		Condition Rating			X								
85		Roofing Membrane			X								
86		Shingles			X								
87		Flashing			X								
88		Skylights						X					
89		Hatches						X					
90		Equipment Curbs						X					
91		Roof Equipment, See HVAC						X					
92		Vents			X								
93		Roof Drains						X					
94		Gutters / Downspouts						X					
95		Lightning Protection						X					
96		Ponding Water?						X					
97		Known Leakage?						X					
98		Sealants						X					
<b>Snack Bar &amp; Restroom Building #1 - INTERIOR SPACES</b>													
<b>Bldg #1 - Concessions Kitchen</b>													
99		Wall Finishes			X								

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
100		Floor Finishes			X								
101		Ceiling Finishes			X								
102		Light Fixtures			X								
103		Air Grills / Registers						X					
104		Fire Sprinkler Heads						X					
105		Windows / Glazing						X					
106		Doors			X								
107		Door Hardware			X								
108		Fire Alarm Components						X					
109		Electrical Outlets			X								
110		Tel / Data Outlets						X					
111		Signage					X		27	No room I.D. signage		\$200	
112		Countertops			X								
113		Cabinets			X								
114		Equipment			X								
<b>Bldg #1 - Men's Restroom</b>													
115		Wall Finishes			X								
116		Floor Finishes					X		28, 29, 30	Floor finish 40% worn, recommend refinishing.		\$2,000	
117		Ceiling Finishes			X								
118		Light Fixtures			X								
119		Air Grills / Registers			X								

## FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
120		Fire Sprinkler Heads						X					
121		Windows / Glazing						X					
122		Door/Gate						X	27, 32	Gate within 10" of finished surface is not smooth. Recommend welding 10" high steel plate at the push side of the gate and painting entire gate. Gate threshold greater than 1/4" vertical.		\$800	
123		Door Hardware						X					
124		Sinks & Faucets						X	28	Pipes below lavatory not insulated for accessibility.		\$100	
125		Countertops						X					
126		Urinals			X								
127		ADA Toilet						X	29	Clear width of accessible stall is less than 60". Recommend remove wall and partition door and install new wall and partition door with minimum 60" clear.		\$1,000	
128		Toilets						X					
129		Floor Drain			X								
130		Hose Bibb						X					
131		Toilet Partitions						X	29	Install new partition door, see Item #127.		\$200	
132		Restroom Accessories						X	28, 30	Grab bars located incorrectly, toilet paper dispenser located above grab bar, and hand dryer located higher than 40" above finished floor. Recommend relocating grab bars and hand dryer and remove and replace toilet paper dispenser.		\$800	
133		Fire Alarm Components						X					
134		Electrical Outlets						X					
135		Signage						X	27	Missing wall and door signage. Recommend installing new signage.		\$500	

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
	<b>Bldg #1 - Women's Restroom</b>												
136		Wall Finishes			X								
137		Floor Finishes					X		33, 34, 35	Floor finish 40% worn, recommend refinishing.			\$1,500
138		Ceiling Finishes			X								
139		Light Fixtures			X								
140		Air Grills / Registers			X								
141		Fire Sprinkler Heads						X					
142		Windows / Glazing						X					
143		Doors					X		31, 32	Gate within 10" of finished surface is not smooth. Recommend welding 10" high steel plate at the push side of the gate and painting entire gate. Gate threshold greater than 1/4" vertical.			\$800
144		Door Hardware						X					
145		Sinks & Faucets			X								
146		Countertops						X					
147		ADA Toilet					X		35	Centerline of toilet greater than 18" from adjacent wall, recommend remove and relocate.			\$200
148		Toilets			X								
149		Floor Drain			X								
150		Hose Bibb						X					
151		Toilet Partitions					X		34	Landing outside partition door less than 60" clear, recommend remove and install new partition door 90 degrees from existing.			\$200
152		Restroom Accessories					X		33, 35	Grab bars located incorrectly, toilet paper dispenser located above grab bar, and hand dryer located higher than 40" above finished floor. Recommend relocating grab bars and hand dryer and remove and replace toilet paper dispenser.			\$800
153		Fire Alarm Components						X					

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ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
154		Electrical Outlets						X					
155		Signage						X	31	Missing wall and door signage. Recommend installing new signage.		\$500	
<b>Bldg #1 - Other Spaces</b>													
156		Wall Finishes			X								
157		Floor Finishes			X								
158		Ceiling Finishes			X								
159		Light Fixtures			X								
160		Air Grills / Registers						X					
161		Fire Sprinkler Heads						X					
162		Windows / Glazing						X					
163		Doors			X								
164		Door Hardware			X								
165		Fire Alarm Components						X					
166		Electrical Outlets			X								
167		Tel / Data Outlets						X					
168		Signage						X	26	No room I.D. signage, recommend install at (3) locations		\$600	
<b>Snack Bar &amp; Restroom Building #1 - MECHANICAL SYSTEMS</b>													
169		HVAC Control System						X					
170		Rooftop Package Units (Age, Size)						X					
<b>Split System (Age, Size)</b>													
171		Condenser Coils		X						Unit appears to be clean and while it wasn't running during the review it appears to be in good condition.			
172		Fan Coil Units		X									
<b>Ductwork</b>													
173		Square Ducts							X				
174		Round Ducts							X				
175		Flex Ducts							X				

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176		Duct Insulation							X					
177		Diffusers							X					
		<b>Air Compressor (Age, Size)</b>							X					
178		Piping							X					
179		Valves							X					
		<b>Exhaust Fans (Where)</b>		X										
180		Intake Grills		X										
181		Ducts												
<b>Snack Bar &amp; Restroom Building #1 - PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>														
182		Water Heater, Tank Type (Age, Size)				X				40 Gallons, 2005		\$1,500		
183		Water Heater, Tankless Type (Age, Size)						X						
184		Instant Hot Water Heater, Electric						X						
		<b>Water Supply Piping</b>												
185		Copper				X						\$2,500		
186		Galvanized Steel						X		Piping is aged and appears to have been replaced in many locations				
187		Recirculating Pump												
		<b>Sewer System (Age)</b>												
188		Pipes			X									
189		To Septic System						X						
190		Date Last Pumped?						X						
191		To Municipal Sewage System			X					Pipes are old but appear to be in good condition				
		<b>Gas System</b>												
192		Natural Gas		X										
193		Gas Meter		X										
194		Propane		X										
195		Outdoor Tank		X						Propane tank properly placed, suggest moving CO2 tanks to same location as propane tanks				
196		Valves, Pipes		X										

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ITEM #	ITEMS	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
<b>Snack Bar &amp; Restroom Building #1 - ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
	<b>Electric</b>												
197	Service Entrance		X										
198	Electric Meter		X										
199	Main Switch Board		X						Main switch board is older but appears to be in good condition				
200	Main Panel		X										
201	Subpanels		X										
202	Conductors, wires, cables		X										
203	Conduits						X		Needs line of sight disconnect			\$1,500	
204	Outlets							X	Interior and exterior missing GFCI receptacles, recommend replacing receptacles and provide weathproof covers at exterior.			\$1,600	
	<b>Telephone</b>												
205	Telephone Board							X					
206	Telephone System							X					
207	Jacks (See Interior Rooms)							X					
	<b>Fire Alarm System</b>												
208	Fire Alarm Panel							X					
209	Annunciator Panel							X					
210	Annunciators							X					
211	Detectors							X					
212	Wiring							X					
<b>RESTROOM BUILDING #2</b>													
<b>RESTROOM BUILDING #2 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #2 - Walls</b>												
213	General Appearance		X										
214	Exterior Finish		X										

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
215	Window Openings / Glazing							X					
216	Door openings			X									
217	Vents / Louvers			X									
218	Overhangs / Soffits			X									
219	Arcades / Covered Walkways							X					
220	Exterior Building Lighting			X									
221	Architectural Elements							X					
222	Dampproofing			X									
223	Expansion / Control Joints							X					
224	Sealants			X									
<b>Bldg #2 - Roofing</b>													
225	Condition Rating			X									
226	Roofing Membrane			X									
227	Shingles			X									
228	Flashing			X									
229	Skylights							X					
230	Hatches							X					
231	Equipment Curbs							X					
232	Roof Equipment, See HVAC							X					
233	Vents			X									
234	Roof Drains							X					
235	Gutters / Downspouts							X					
236	Lightning Protection							X					
237	Ponding Water?							X					
238	Known Leakage?							X					
<b>RESTROOM BUILDING #2 - INTERIOR SPACES</b>													
<b>Bldg #2 - Men's Restroom</b>													
239	Wall Finishes			X									
240	Floor Finishes			X									
241	Ceiling Finishes			X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Jerry Eaves Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								1485 N. Ayala Dr	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								11-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
242		Light Fixtures		X									
243		Air Grills / Registers		X									
244		Fire Sprinkler Heads						X					
245		Windows / Glazing						X					
246		Doors		X									
247		Door Hardware		X									
248		Sinks & Faucets		X									
249		Countertops						X					
250		Urinals					X		39	Urinal interferes with required floor space, recommend remove fixture.		\$100	
251		ADA Toilet					X		39	Clear floor space not provided, recommend remove urinal.		\$100	
252		Toilets						X					
253		Floor Drain		X									
254		Hose Bibb						X					
255		Toilet Partitions						X					
256		Restroom Accessories		X									
257		Fire Alarm Components						X					
258		Electrical Outlets						X					
259		Signage					X		36, 37	Non-compliant door sign, recommend remove and replace. Wall sign centerline closer than 9" to strike side of door, recommend remove and replace.		\$500	
<b>Bldg #2 - Women's Restroom</b>													
260		Wall Finishes		X									
261		Floor Finishes		X									
262		Ceiling Finishes		X									
263		Light Fixtures		X									
264		Air Grills / Registers		X									
265		Fire Sprinkler Heads						X					
266		Windows / Glazing						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Jerry Eaves Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life							1485 N. Ayala Dr	Address		
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years	Maintenance Records							11-Feb-16	Survey Date		
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition							James Fortunes, Principal Architect	Surveyor		
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, Mid-70s	Weather Condition		
ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
267		Doors		X									
268		Door Hardware		X									
269		Sinks & Faucets		X									
270		Countertops							X				
271		ADA Toilet		X									
272		Toilets							X				
273		Floor Drain		X									
274		Hose Bibb							X				
275		Toilet Partitions							X				
276		Restroom Accessories		X									
277		Fire Alarm Components							X				
278		Electrical Outlets							X				
279		Signage						X		36, 37	Non-compliant door sign, recommend remove and replace. Wall sign centerline closer than 9" to strike side of door, recommend remove and replace.	\$500	
<b>Bldg #2 - Other Spaces</b>													
280		Wall Finishes		X									
281		Floor Finishes		X									
282		Ceiling Finishes		X									
283		Light Fixtures		X									
284		Air Grills / Registers							X				
285		Fire Sprinkler Heads							X				
286		Windows / Glazing							X				
287		Doors		X									
288		Door Hardware		X									
289		Fire Alarm Components							X				
290		Electrical Outlets		X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
291		Signage					X		36, 37, 38	Unisex restroom wall sign centerline closer than 9" to strike side of door, recommend remove and replace. No room I.D. sign at plumbing chase, recommend install new sign.		\$500	
<b>MECHANICAL SYSTEMS - Building #2 (No Mechanical systems at Building #2)</b>													
<b>PLUMBING SYSTEMS - Building #2 (See Restrooms for fixture condition)</b>													
292		Water Heater, Tank Type (Age, Size)						X					
		<b>Water Supply Piping</b>											
293		Copper						X		Plumbing/Electrical Chase of Building #2 was not accessible, but appears to be the same design and age as Rialto City Park, Restroom Building #3. The Rialto City Park building has copper piping in like-new condition.			
294		Galvanized Steel						X					
295		Recirculating Pump						X					
		<b>Sewer System (Age)</b>											
296		Pipes						X					
297		To Septic System						X					
298		Date Last Pumped?						X					
299		To Municipal Sewage System						X					
<b>ELECTRICAL SYSTEMS Building #2 (See Exterior and Rooms for light fixture condition)</b>													
		<b>Electric</b>											
300		Service Entrance						X		Plumbing/Electrical Chase of Building #2 was not accessible, but appears to be the same design and age as Rialto City Park, Restroom Building #3. The Rialto City Park building has a panel, conduits, conductors, and outlets in good condition.			
301		Electric Meter						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - JERRY EAVES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
302	Main Switch Board							X					
303	Main Panel							X					
304	Subpanels							X					
305	Conductors, wires, cables							X					
306	Conduits							X					
307	Outlets							X					
										<b>TOTAL COST</b>		<b>\$214,300</b>	

# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Frisbie Park  
598 E. Easton St  
Rialto, CA 92376**



April 19, 2016

**Prepared by:**

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# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – Frisbie Park**

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*Site Location*

*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/  
Cost*

**Site Location:**



## ***Executive Summary – City of Rialto, Frisbie Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Frisbie Park on February 1, 2016 to assess the condition of existing structures and the accessible features of the park. Frisbie Park on E. Easton St. in Rialto, CA consists of a series of buildings which support the park facilities baseball fields. There are two snack bars, a separate rest room facility and a storage facility. The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have been constructed under the building codes at the time of construction, but may not comply with current codes.

The park is bisected into two sections, the North Field north of Easton Street and the other the South Field, south of Easton Street. Refer to the Overall Site Plan included in the report.

The north field consists of 3 one-story structures, a Storage Building, Snack Bar, and a Restroom Building. The Storage Building is used for storage therefore it was not evaluated. There is also a shade structure located in the northwest corner of the park adjacent to the basketball courts. The buildings are one-story concrete masonry unit buildings with a gabled roofs. In addition to the three buildings, the north section consists of a parking lot identified as Parking Lot #1, three baseball fields, a playground and basketball courts, including the shade structure mentioned.

The south field consists of a Snack Bar/Restroom Building, two parking lots #2, and #3, and three baseball fields. The Snack Bar/Restroom Building is a one-story CMU building with a metal roof. The park also features bleachers at the baseball fields.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code. In the report, these site accessibility deficiencies are identified in more detail, along with an estimated cost estimate to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

### ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of some of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

## ***Mechanical Overview***

### **North Field Snack Bar**

The West Field Snack Bar shown on the provided drawing: LC-1 is a two-room structure. The primary room serves as the warming and serving area for the snack bar. The second room is a storage area. There is a small window-mount style air conditioner in this area. It blows cold air into the primary room. This unit's warm condenser air blows into the storage area. This unit appears to function but it is unlikely it provides a significant quantity of conditioned air to the primary room, while also providing unnecessary heat rejection to the enclosed storage room.



*Figure 1: West Field Snack Bar*

There is a fryer in the serving area which does not have the necessary support equipment. Fryers require a grease interceptor and grease exhaust hood; these components are not installed. The fryers should be removed from service until the necessary safety components are installed.

The exhaust fan serving this space has been damaged and should be replaced. It is unclear whether it can function at all right now.

### **North Field Restrooms**

The North Field Restrooms do not have mechanical exhaust; they use natural ventilation to ventilate the space.

### **South Field Snack Bar**

The South Field Snack Bar shown on the provided drawing: LC-2 has multiple rooms. The largest area is comprised of sinks, refrigerators, fryers, and an ice machine. The next room is an office space. The remaining areas are storage areas, electrical equipment and restrooms.



Figure 2: East Field Snack Bar

Both the serving area and office are conditioned by an evaporative cooler. The evaporative cooler is located on the roof and was not accessible but appeared to be in good condition. There is no permanent heating equipment serving this space. The serving area has an ice maker, a counter mounted fryer and a drink refrigerator. The review team noticed multiple electric, plug-in heaters located in the serving area.

Electric space heaters can be dangerous; it is suggested that permanent heat be provided in this space. The fryers in this area do not have the necessary support equipment. Fryers require a grease interceptor and grease exhaust hood; none of these component are provided. The fryers should be removed from service until the necessary safety components are installed.

The restrooms have exhaust fans tied to a lighting switch. The exhaust fans appear to be undersized for the number of water closets in each restroom. There is no makeup air louver in this space. A restroom of this size should have an exhaust fan that is capable of providing a minimum of 150 CFM per restroom. The installed exhaust fans appear to be residential type fan that are usually rated for 80 CFM.

## ***Plumbing Overview***

### **North Field Snack Bar**

This snack bar has a two compartment sink in the serving area; it appears to function properly but does not meet the accessibility requirements of ADA. The restroom in the snack bar has a single tank type water closet which is not the correct height for ADA. This water closet is aged and beyond its useful life. The lavatory has a single faucet which is leaking and beyond its useful life. The review team suggests the lavatory and water closet are replaced during the next facility upgrade.

Domestic hot water is provided by a 40 gallon electric water heater located in the storage area. Based on a visual inspection of the unit, it appears to be in decent condition.

The ice machine in the serving area does not appear to have a dedicated discharge for the condensate/water discharge. This could cause plumbing issues and possible contamination. The discharge should be piped to a floor sink via an indirect connection.

## North Field Restrooms

The North Field Restrooms have stainless steel fixtures and appear to be in poor condition. They do not meet ADA requirements. The urinal does not appear to flush correctly. The cold water lines are galvanized. There are no trap primers for the floor drain and no water hammer arrestors. The cold water shut off valve looks to be old and should be replaced, if and, when a restroom renovation occurs.



Figure 3: North Field Restroom Plumbing Chase

## South Field Snack Bar

The South Field Snack Bar has a two compartment sink in the serving area. The sink does not meet the accessibility requirements of ADA. The ice maker discharges to a floor sink. The plumbing fixtures are in decent condition. The review team could not locate water hammer arrestors for the cold water piping. The cold water and waste piping for this building is in decent condition.

## South Field Restrooms

The South Field Restrooms have a men's and women's restroom. The men's restroom has two water closets and one urinal; the urinal does not meet ADA requirements. The women's restroom has three water closets. The middle water closet is missing its flush override button. There is a single lavatory for each restroom. The lavatories are cold water only for both restrooms. Flush valves in both restrooms appear to be aged and should be replaced.

## Condition Report

The buildings are in fair condition considering their age, but will need to be renovated to extend their useful service life. The site in general is in fairly good shape but in need of ADA improvements, principally the path of travel. The north field parking lot is fairly new and has adequate lighting. The south field site lighting needs to be upgraded to provide adequate and safe lighting levels.

The buildings have differed maintenance issues which should be addressed to make the buildings operate in optimal condition. The ADA accessibility assessment revealed numerous deficiency items will be described in more detail in the report. A few of the deficient items include improper slopes along the path of travel, inadequate signage, incorrect accessible parking stalls, incorrect door hardware, inaccessible restrooms, counters mounted too high. Parking lots #2 and #3 need to be regraded so that the accessible parking stalls can be made accessible.

**Anticipated repair costs: \$262,900.00**

## DEFICIENCY PHOTOGRAPHS – FRISBIE PARK



Photo 1

-No Tow-Away signage at entrance to parking lot



Photo 2

-Accessible parking and access aisle slopes exceed 2%  
-Left space signage missing  
-Right signage wrong location  
-Right signage missing '\$250 Minimum Fine' sign



Photo 3

-No detectable warning surface  
-Left ramp slope over 8.33% slope

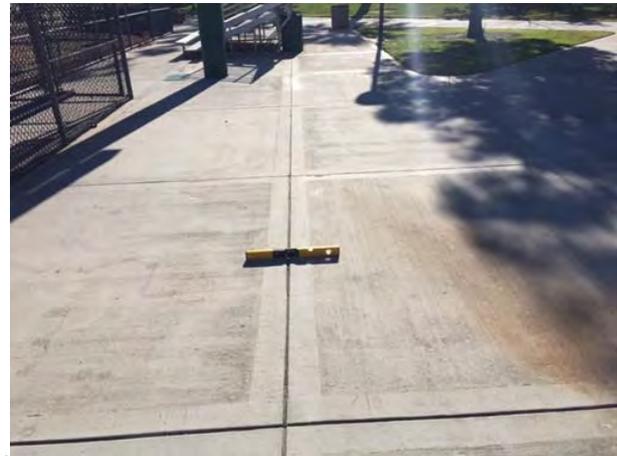


Photo 4

-Cross slopes over 2%



Photo 5

- No handrails at ramp
- Upper ramp slope over 8.33%



Photo 6

- Bottom landing less than 72" in direction of travel
- Approximately 2"x8" broken concrete in path-of-travel



Photo 7

- Top landing less than 60" in direction of travel



Photo 8

- Running slope over 5%
- Change in level greater than 1/4" step



Photo 9

- No accessible path to drinking fountain
- No accessible path to baseball field



Photo 10

- No accessible path to bleachers or baseball field
- No accessible path to picnic tables



Photo 11

- Change in level greater than 1/4" in height, uneven pavement



Photo 12

- No handrail extensions at top and bottom of stairs



Photo 13

*-Running slope exceeds 5%*



Photo 14

*-Bottom landing exceeds 2%  
-Top landing less than 72" in direction of travel  
-No handrails at ramp*



Photo 15

*-No accessible path to basketball court and shade structure*



Photo 16

*-Concession stand counter greater than 34" above finished surface  
-Protruding object between 27" and 80" above finished surface*



Photo 17 -No downspouts at eave/gutter



Photo 18  
Men's and Women's Restrooms  
-No door or wall restroom signage  
-Exterior door landing less than 60" clear to CMU privacy wall



Photo 19  
Men's Restroom  
-Lavatory, water closet, toilet paper holder non accessible  
-No grab bars

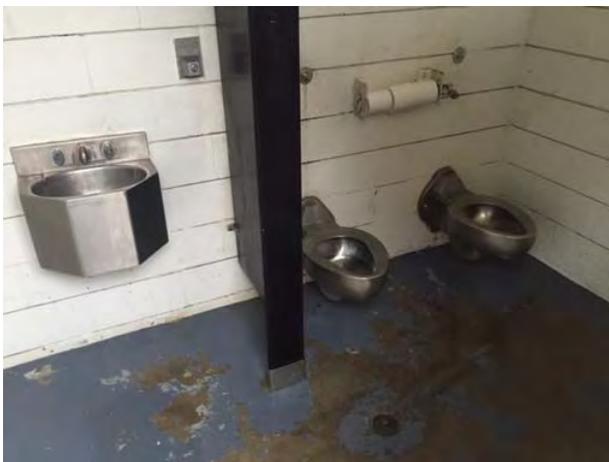


Photo 20  
Women's Restroom  
-No grab bars  
-Lavatory, water closet, toilet paper holder non-accessible

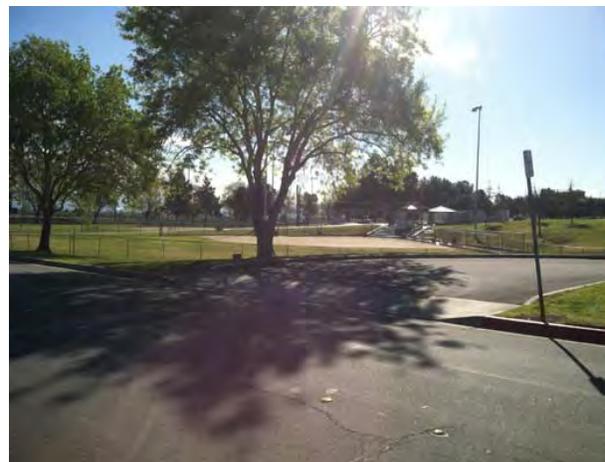


Photo 21  
-No tow-away signage at entrance to parking lot (2 – locations)



Photo 22

- Accessible parking space cross slope exceeds 2%
- Signage missing '\$250 Minimum Fine'
- Missing 'Van Accessible' signage at left space
- 2 accessible spaces provided, parking lot has 77 spaces and requires 4 accessible spaces



Photo 23

- No detectable warning surface
- Ramp exceeds 8.33%
- Ramp is not straight along the path-of-travel
- No 48" top landing or 2% top landing
- Bottom landing exceeds 2% and has uneven pavement
- Cross slopes along path-of-travel exceed 2% (up to 7.7%)



Photo 24

- Running slope along path-of-travel exceeds 5% (up to 10.3%)



Photo 25

- No accessible path to baseball field (typical of 3)
- Handrails exceed 38" above finished surface
- Handrail extensions not horizontal



Photo 26

*-Landing at drinking fountain exceeds 2% in any direction*



Photo 27

*-No accessible path to drinking fountain*



Photo 28

*-Broken concrete changes in level over 1/4" in height  
-Excessive cross slopes greater than 2%*



Photo 29

*-No accessible path from parking area #3 to public buildings*



Photo 30

- Only 2 accessible spaces required for parking area #3 (39 total spaces)
- Accessible spaces and access aisle cross slopes exceed 2% in any direction (up to 5.1%)
- ‘Van Accessible’ signage missing
- Access aisle at Van Accessible space less than 8’-0” wide (existing is 5’-0”)
- Both access aisles require user to pass behind cars other than the user’s car



Photo 31

- No tow-away signage at entrance to parking lot (2 locations)



Photo 32

Men’s and Women’s Restrooms

- No restroom wall I.D. signage, door signage non-compliant
- Door closer is a protruding object
- Threshold greater than 1/4” vertical height and no 2:1 bevel
- Door landing exceeds 2% slope in any direction



Photo 33

-Concession stand counter greater than 34" above finished surface, typical at (3) locations



Photo 34

-Protruding object between 27" and 80" above finished surface



Photo 35

Men's Restroom

-Lavatory less than 18" min. from centerline to adjacent wall  
 -Restroom accessories greater than 40" above finished floor to operable part  
 -Pipes below lavatory not insulated



Photo 36

Men's Restroom

-Alcove at urinal less than 36" wide when adjacent to another wall  
 -Lip of urinal higher than 17" above finished floor



Photo 37

Men's Restroom

- Centerline of w.c. greater than 17"-19" from adjacent wall
- No grab bars at side and rear of w.c.
- Accessible stall clear width less than 60"
- Toilet paper dispenser greater than 19" above finish floor



Photo 38

Men's Restroom

- Restroom accessibility greater than 40" above finish floor.
- Accessible stall clear space in front of w.c. less than 48"
- Out swing door has less than 60" clear outside acc. Stall



Photo 39

Men's Restroom (Women's Restroom Similar)

- Floor drain greater than 1/4" vertical from finished floor



Photo 40

Women's Restroom

- Paper towel dispenser greater than 40" above finished floor
- Pipes below lavatory not insulated

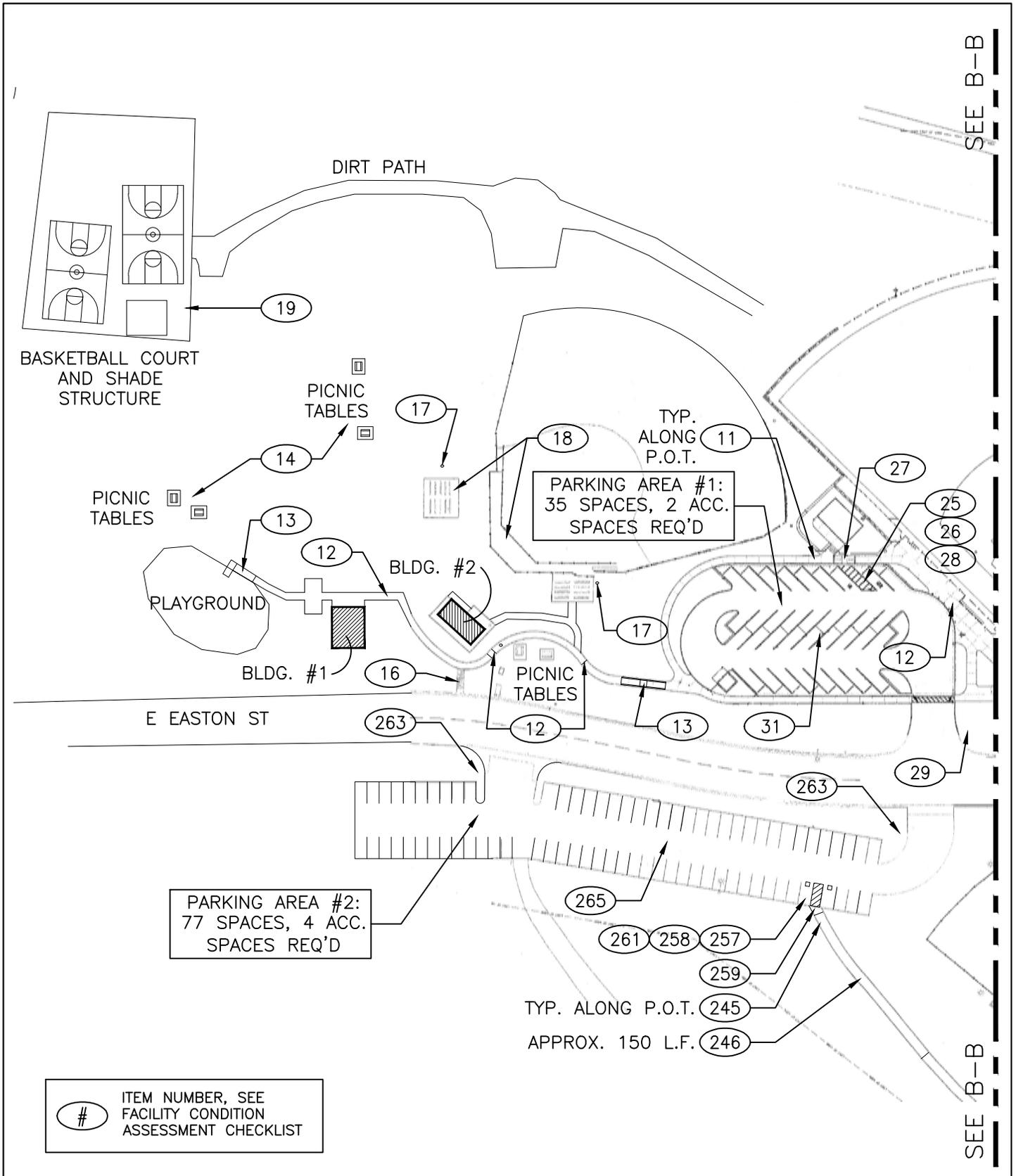


Photo 41

Women's Restroom

- Accessible stall width less than 60" clear
- Accessible stall clear space in front of water closet less than 48"
- In swing door clearance to back wall less than 56" clear (for wall-mounted water closets)
- Rear grab bar less than 36"
- Side grab bar less than 42" and not located adjacent to water closet
- Toilet seat cover greater than 40" above finished floor and not recommended to be located behind the water closet
- Toilet paper dispenser greater than 19" above finished floor



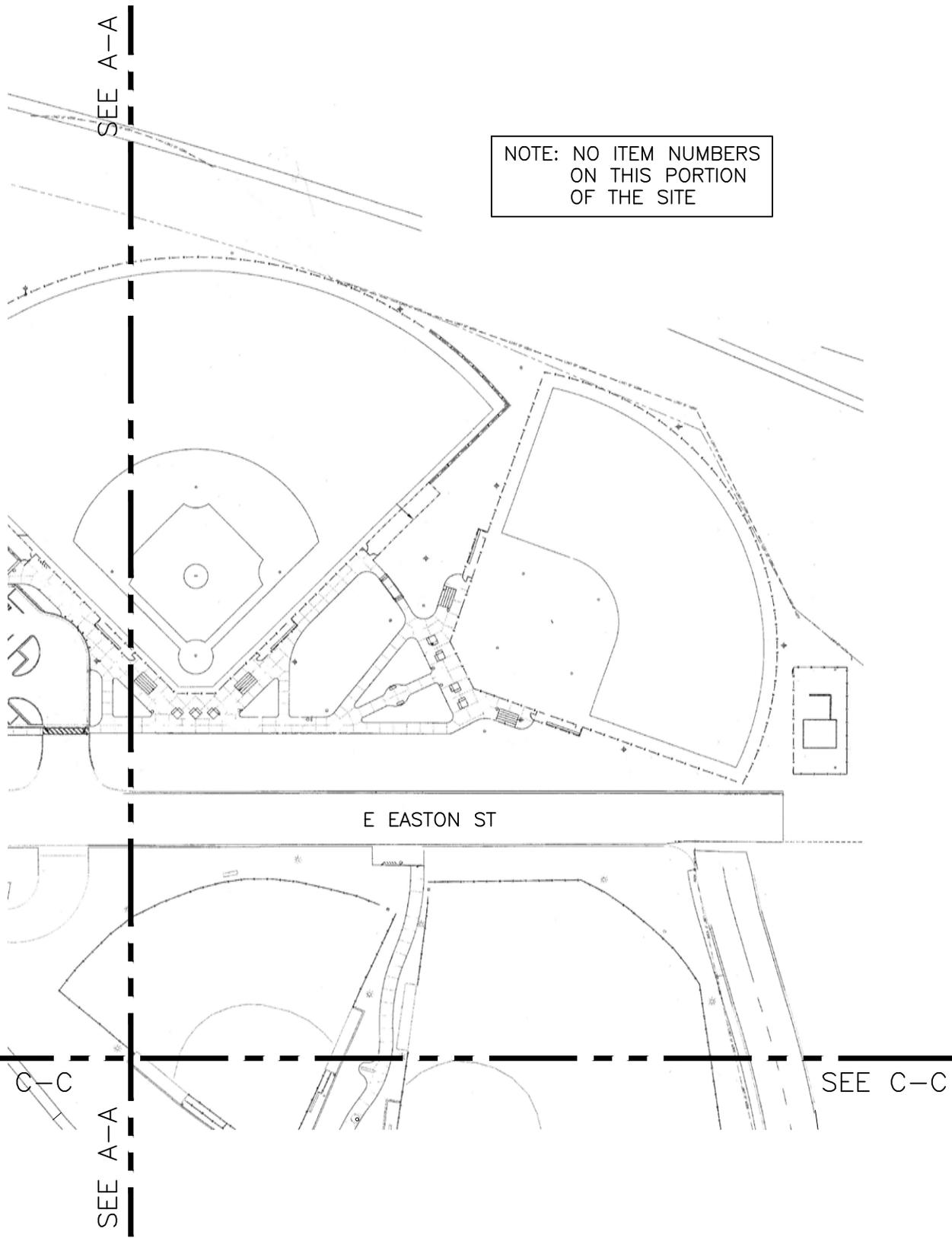


<b>PROJECT TITLE:</b> CITY OF RIALTO – FRISBIE PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 598 E. EASTON ST RIALTO, CA 92376	<b>SCALE:</b> 1"=1000'-0" <b>DATE:</b> 3/3/16

**DRAWING TITLE:**  
**SITE KEY PLAN: A-A**

NORTH

NOTE: NO ITEM NUMBERS  
ON THIS PORTION  
OF THE SITE



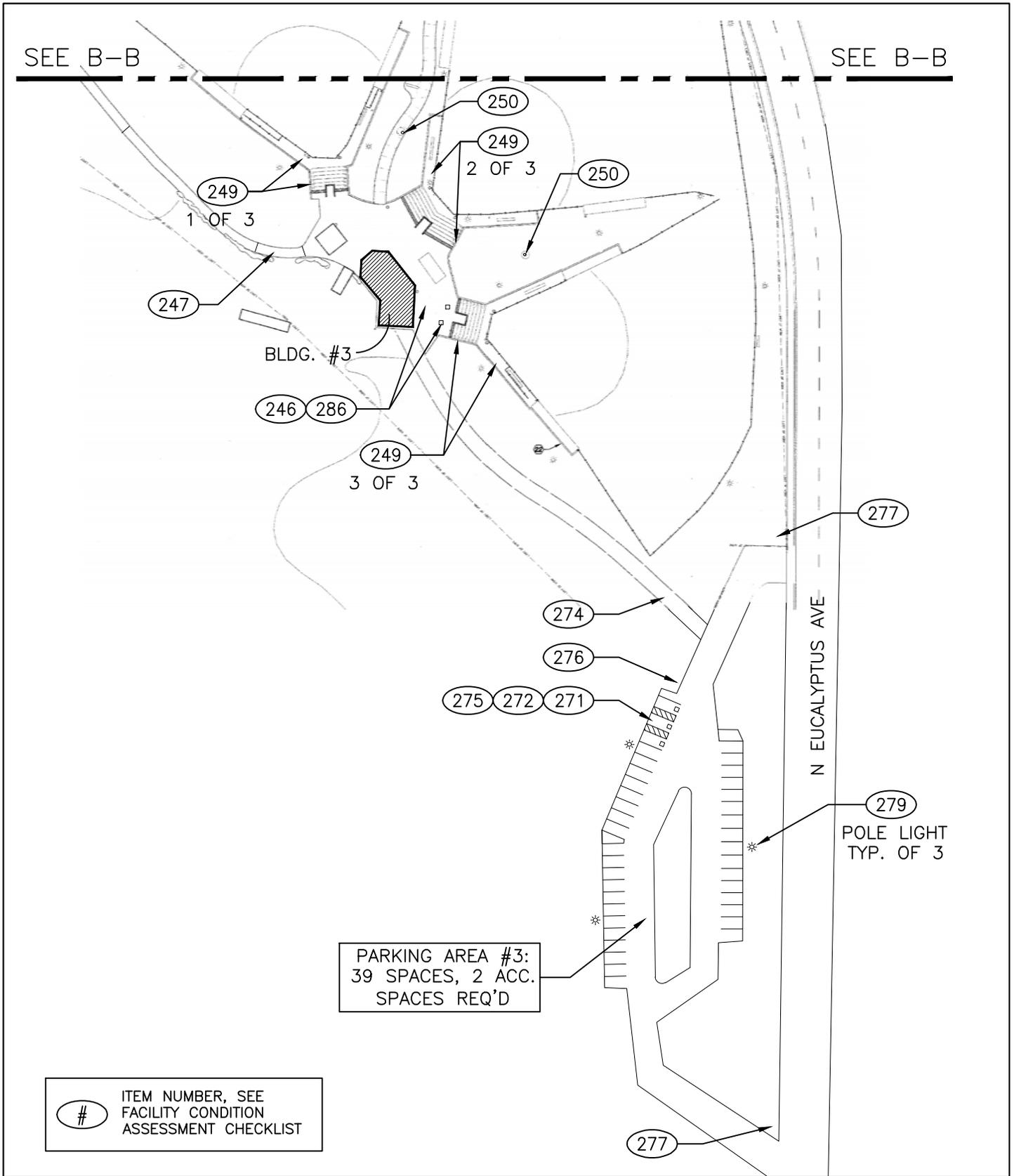
**PROJECT TITLE:**  
CITY OF RIALTO – FRISBIE PARK  
FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
598 E. EASTON ST  
RIALTO, CA 92376

**SCALE:** 1"=1000'-0"  
**DATE:** 3/3/16

**DRAWING TITLE:**  
**SITE KEY PLAN: B-B**

**NORTH**



**PROJECT TITLE:**  
CITY OF RIALTO – FRISBIE PARK  
FACILITY CONDITION ASSESSMENT CHECKLIST

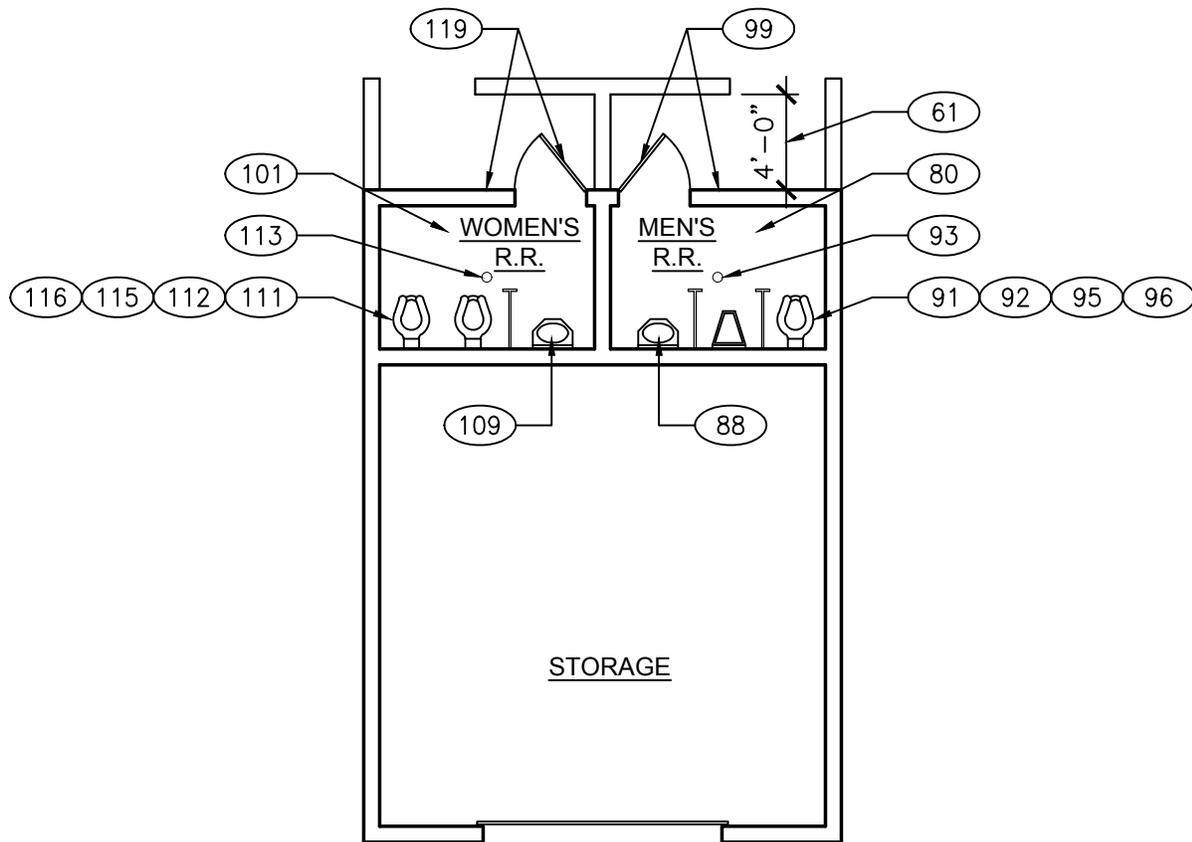
**PROJECT LOCATION:**  
598 E. EASTON ST  
RIALTO, CA 92376

**SCALE:** 1"=1000'-0"

**DATE:** 3/3/16

**DRAWING TITLE:**  
**SITE KEY PLAN: C-C**

NORTH



# ITEM NUMBER, SEE FACILITY CONDITION ASSESSMENT CHECKLIST



NORTH

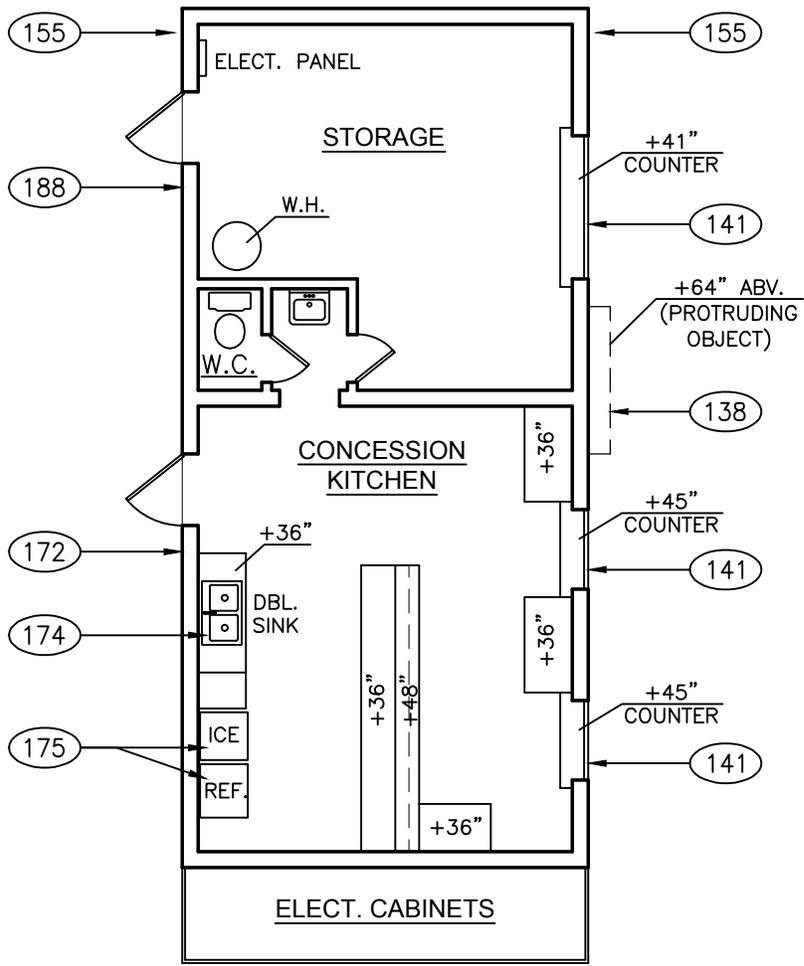


**PROJECT TITLE:**  
CITY OF RIALTO – FRISBIE PARK  
FACILITY CONDITION ASSESSMENT CHECKLIST

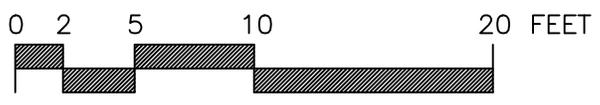
**PROJECT LOCATION:**  
598 E. EASTON ST  
RIALTO, CA 92376

**SCALE:** 1/8"=1'-0"  
**DATE:** 3/3/16

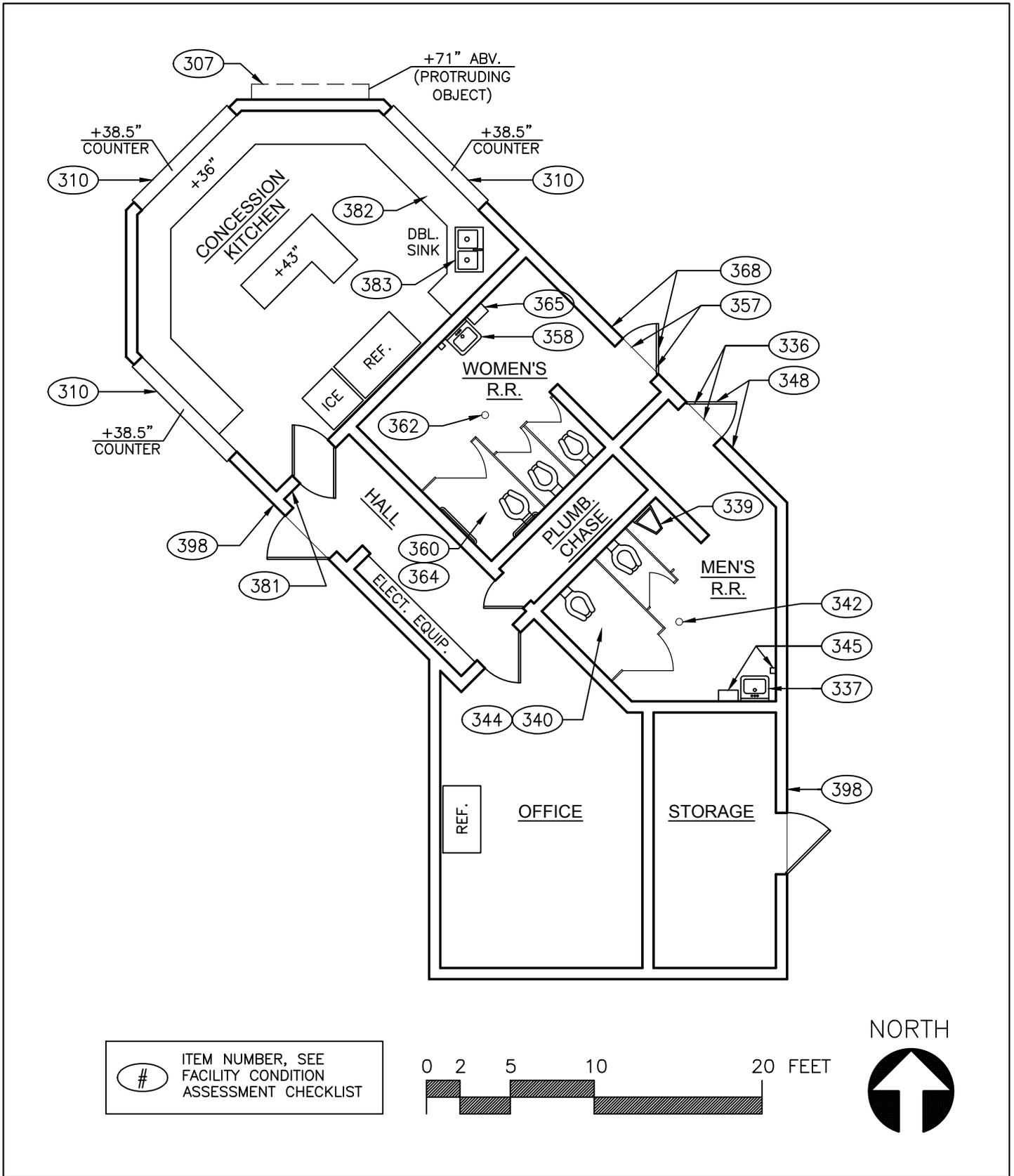
**DRAWING TITLE:**  
**RESTROOM BUILDING #1  
FLOOR PLAN**



# ITEM NUMBER, SEE FACILITY CONDITION ASSESSMENT CHECKLIST



<b>PROJECT TITLE:</b> CITY OF RIALTO – FRISBIE PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <b>CONCESSION BUILDING #2          FLOOR PLAN</b>	
<b>PROJECT LOCATION:</b> 598 E. EASTON ST RIALTO, CA 92376		<b>SCALE:</b> 1/8"=1'-0" <b>DATE:</b> 3/3/16	



<b>PROJECT TITLE:</b> CITY OF RIALTO – FRISBIE PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <b>CONCESSION/R.R. BUILDING #3          FLOOR PLAN</b>	
<b>PROJECT LOCATION:</b> 598 E. EASTON ST RIALTO, CA 92376		<b>SCALE:</b> 1/8"=1'-0" <b>DATE:</b> 3/3/16	

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

CONDITIONS			Evaluation Considerations						Photo Number(s)	City of Rialto		PROBABLE REPAIR COST		
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component							Frisbie Park	Park Name			
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life							598 E. Easton St, Rialto, CA 92376	Address			
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records							1-Feb-16	Survey Date			
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition							James Fortunes, Principal Architect	Surveyor			
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, low-60s	Weather Condition			
ITEM #	ITEMS						5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION	
<b>GENERAL CONDITIONS</b>														
1	<b>Asbestos Report (Yes / No) When?</b>													
2		Asbestos? (Yes / No / Unknown)												Unknown, recommend testing to determine if asbestos is present
3		Where?												
4	<b>Lead Paint Report (Yes / No) When?</b>													
5		Lead Paint? (Yes / No / Unknown)												Unknown, recommend testing to determine if lead is present
6		Where?												
7	<b>Termite Report (Yes / No) When?</b>													
8		Termites? (Yes / No / Unkown)												Unknown, recommend inspection to determine if termites are present
9		Where?												
<b>PART A - PARK AREA NORTH OF EASTON AVENUE</b>														
<b>CIVIL - North Park Area</b>														
10	On-Site Drainage										X			
11	On-Site Signage										X		Provide path-of-travel directional signage to accessible restroom	\$2,000
12	On-Site Sidewalks										X	4, 8,11, 13	Replace sidewalks w/ non-conforming slopes and changes in level greater than 1/4".	\$20,000
13	ADA Ramps										X	5, 6, 7, 14	Replace ramp w/ non-conforming slopes and top/bottom landings, install handrails.	\$25,000
14	Exterior Furniture				X							10	Provide accessible path to picnic tables.	\$5,000
15	Bike Racks	X												
16	Site Stairs										X	12	Replace handrails.	\$5,000
17	Drinking Fountains										X	9, 10, 15	Provide accessible path to drinking fountains.	\$1,500

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
18	Baseball Field						X		9, 10	At West baseball field, provide accessible path to bleachers and down to field level.		\$10,000	
19	Basketball Court and Shade Structure						X		15	Provide accessible path to basketball court.		\$10,000	
<b>Parking Lot #1 - North (off Easton Ave)</b>													
20	Parking Lot Drive Aisles Pavement			X									
21	Speed Bumps							X					
22	Parking Lot Spaces Pavement			X									
23	Striping / Pavement Markings			X									
24	Parking Curbs / tire stops			X									
25	ADA Parking Lot Spaces						X		2	Slopes 2.3% to 2.5%, re-pave to 2% max in any direction and re-stripe.		\$5,000	
26	ADA Access Aisle						X		2	Slopes 2.3% to 2.5%, re-pave to 2% max in any direction and re-stripe.		\$5,000	
27	ADA Ramps						X		3	Left ramp slope 8.5%, replace to 8.33% max. Install Detectable Warning Surface at bottom landing.		\$5,000	
28	ADA Parking Stall Signage						X		2	Right accessible space: move sign to front of parking space, install 'Minimum Fine \$250' sign. Left accessible space: no signage, install accessible parking, \$250, and van accessible signage.		\$1,000	
29	ADA Tow-Away Signage						X		1	No signage, install new post-mounted sign at entrance to parking lot.		\$500	
30	Bollards							X					
31	Parking Lot Lighting			X						Add (1) pole light at center of parking lot.		\$5,000	

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>LANDSCAPE - NORTH PARK AREA</b>													
32		Irrigation System							X				
33		Lawn Areas		X									
34		Landscape Low Vegetation		X									
35		Ground Cover (Mulch, Gravel, etc.)		X									
36		Weeds, presence of?		X									
37		Trees (Proximity to Bldg.)		X									
38		Tree Grates							X				
39		Landscape Structures / Walls							X				
40		Other Amenities							X				
41		Landscape Lighting				X					Install additional path-of-travel lighting.	\$10,000	
42		Building Ext. Lighting (in planters type)							X				
<b>SITE UTILITIES - NORTH PARK AREA (site utilities not included)</b>													
43		Electrical Service							X				
44		Water Distribution System							X				
45		BackFlow Preventer							X				
46		Hose Bibbs							X				
47		Fire Water System											
48		Post Indicator Valve							X				
49		BackFlow Preventer							X				
50		Gas Distribution							X				

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
51	Sewer / Septic System							X					
52	Exterior Parking Lot Lighting			X						See item #31			
<b>PART B - PUBLIC BUILDINGS NORTH OF EASTON AVENUE</b>													
<b>RESTROOM BUILDING #1 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #1 - Restroom and Storage Building</b>												
53	General Appearance				X								
54	Exterior Finish					X				CMU walls need to be painted.		\$5,000	
55	Window Openings / Glazing								X				
56	Door openings				X								
57	Vents / Louvers				X								
58	Overhangs / Soffits				X								
59	Arcades / Covered Walkways								X				
60	Exterior Building Lighting								X				
61	Architectural Elements							X	18	Exterior door landings at Men's and Women's restrooms less than 60" clear. CMU privacy walls approx. 48" from doors, recommend relocate privacy walls.		\$5,000	
62	Dampproofing				X								
63	Expansion / Control Joints								X				
64	Sealants								X				
	<b>Bldg #1 - Roofing</b>												

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
65		Condition Rating			X					Age of Roofing is Unknown			
66		Roofing Membrane			X								
67		Shingles			X								
68		Flashing			X								
69		Skylights						X					
70		Hatches						X					
71		Equipment Curbs						X					
72		Roof Equipment, See HVAC						X					
73		Vents			X								
74		Roof Drains						X					
75		Gutters / Downspouts						X					
76		Lightning Protection						X					
77		Ponding Water?						X					
78		Known Leakage?						X					
<b>RESTROOM BUILDING #1 - INTERIOR SPACES</b>													
	<b>Bldg #1 - Men's Restroom</b>												
79		Wall Finishes		X									
80		Floor Finishes					X		19	Concrete floor paint is about 30% worn. Consider refinishing.		\$2,500	
81		Ceiling Finishes			X								
82		Light Fixtures			X								
83		Air Grills / Registers			X								
84		Fire Sprinkler Heads						X					
85		Windows / Glazing						X					

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
86		Doors			X								
87		Door Hardware					X			Hardware is not accessible and should be replaced.		\$5,000	
88		Sinks & Faucets					X		19	No knee clearance for accessibility.		\$1,000	
89		Countertops						X					
90		Urinals			X								
91		ADA Toilet					X		19	Minimum clearances not provided. Would need to convert to a single occupant restroom to comply.		\$1,000	
92		Toilets					X			Urinal interferes with req'd ADA clearances.		\$500	
93		Floor Drain					X			More than 1/4" change in level, adjust to be flush w/ floor.		\$1,000	
94		Hose Bibb						X					
95		Toilet Partitions					X		19	Partitions interfere with req'd ADA clearances.		\$1,500	
96		Restroom Accessories					X		19	No grab bars provided. Toilet paper holder too high.		\$1,000	
97		Fire Alarm Components						X					
98		Electrical Outlets						X					
99		Signage					X			Door and wall restroom signage missing, install new signage.		\$500	
<b>Bldg #1 - Women's Restroom</b>													
100		Wall Finishes		X									
101		Floor Finishes					X		20	Concrete floor paint is about 30% worn. Consider refinishing.		\$2,500	
102		Ceiling Finishes			X								
103		Light Fixtures			X								
104		Air Grills / Registers			X								

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
105		Fire Sprinkler Heads						X					
106		Windows / Glazing						X					
107		Doors			X								
108		Door Hardware					X						
109		Sinks & Faucets					X		20	No knee clearance for accessibility.		\$1,000	
110		Countertops						X					
111		ADA Toilet					X		20	Minimum clearances not provided. Would need to convert to a single occupant restroom to comply.		\$1,000	
112		Toilets					X			Toilet interferes with req'd ADA clearances.		\$500	
113		Floor Drain					X			More than 1/4" change in level, adjust to be flush w/ floor.		\$1,000	
114		Hose Bibb						X					
115		Toilet Partitions					X		20	Partitions interfere with req'd ADA clearances.		\$1,500	
116		Restroom Accessories					X		20	No grab bars provided. Toilet paper holder too high.		\$1,000	
117		Fire Alarm Components						X					
118		Electrical Outlets						X					
119		Signage					X			Door and wall restroom signage missing, install new signage.		\$500	
	<b>Bldg #1 - Other Spaces</b>												
120		Wall Finishes						X					
121		Floor Finishes					X			Concrete floor stained, recommend steam cleaning.		\$500	
122		Ceiling Finishes						X					
123		Light Fixtures			X								

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.									Sunny, clear, low-60s			Weather Condition
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
124		Air Grills / Registers						X						
125		Fire Sprinkler Heads						X						
126		Windows / Glazing						X						
127		Doors			X									
128		Door Hardware						X						
129		Fire Alarm Components						X						
130		Electrical Outlets			X									
131		Tel / Data Outlets						X						
132		Signage						X						
<b>CONCESSION BUILDING #2 - EXTERIOR BUILDING ENVELOPE</b>														
	<b>Bldg #2 - Concession Stand</b>													
133		General Appearance			X									
134		Exterior Finish				X								
135		Window Openings / Glazing						X						
136		Door openings			X									
137		Vents / Louvers			X									
138		Overhangs / Soffits					X	16	Protruding object 64" clear above finished surface. Relocate to 80" clear or install wall below protruding object.		\$500			
139		Arcades / Covered Walkways						X						
140		Exterior Building Lighting						X						

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
141	Architectural Elements						X		16	Concession stand public counters from 41" to 45" above finished surface, accessible height is 34". At a minimum relocate (1) counter to accessible height and install 'Internation Symbol of Accessibility' (ISA) signage at the accessible counter.		\$5,000	
142	Dampproofing				X								
143	Expansion / Control Joints							X					
144	Sealants							X					
<b>Bldg #2 - Roofing</b>													
145	Condition Rating				X								
146	Roofing Membrane				X								
147	Metal Roof		X							Metal Roof in relatively new condition.			
148	Flashing				X								
149	Skylights							X					
150	Hatches							X					
151	Equipment Curbs							X					
152	Roof Equipment, See HVAC							X					
153	Vents				X								
154	Roof Drains							X					
155	Gutters / Downspouts						X		17	Downspouts missing, install new downspouts.		\$500	
156	Lightning Protection							X					
157	Ponding Water?							X					
158	Known Leakage?							X					
159	Sealants							X					

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
<b>CONCESSION BUILDING #2 - INTERIOR SPACES</b>												
<b>Bldg #2 - Kitchen</b>												
160	Wall Finishes				X							
161	Floor Finishes				X							
162	Ceiling Finishes				X							
163	Light Fixtures				X							
164	Air Grills / Registers								X			
165	Fire Sprinkler Heads								X			
166	Windows / Glazing								X			
167	Doors				X							
168	Door Hardware				X							
169	Fire Alarm Components								X			
170	Electrical Outlets		X									
171	Tel / Data Outlets								X			
172	Signage						X			No room I.D. signage		\$500
173	Countertops				X							
174	Cabinets				X							
175	Equipment					X				Ice maker and refrigerator appear to be 15-20 years old.		\$5,000
<b>Bldg #2 - Other Spaces</b>												
176	Wall Finishes				X							
177	Floor Finishes				X							

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178		Ceiling Finishes			X								
179		Light Fixtures			X								
180		Air Grills / Registers						X					
181		Fire Sprinkler Heads						X					
182		Windows / Glazing						X					
183		Doors			X								
184		Door Hardware				X				Door Hardware is not accessible			\$1,000
185		Fire Alarm Components						X					
186		Electrical Outlets			X								
187		Tel / Data Outlets						X					
188		Signage					X			No room I.D. signage			\$500
<b>MECHANICAL SYSTEMS</b>													
189		HVAC Control System						X					
190		Rooftop Package Units (Age, Size)						X					
191		<b>Split System (Age, Size)</b>											
192		Condenser Coils				X				Wall mounted unit, condenser blows into Storage Rm			\$400
193		Fan Coil Units						X					
194		<b>Ductwork</b>											
195		Square Ducts						X					
196		Round Ducts						X					
197		Flex Ducts						X					
198		Duct Insulation						X					

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
199		Diffusers						X					
200	<b>Air Compressor (Age, Size)</b>												
201		Piping						X					
202		Valves						X					
203	<b>Exhaust Fans (Where)</b>												
204		Intake Grills						X					
205		Ducts						X					
<b>PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
206	Water Heater, Tank Type (Age, Size)				X					40 gallons, less than 5 years old			
207	Water Heater, Tankless Type (Age, Size)							X					
208	Instant Hot Water Heater, Electric							X					
209	<b>Water Supply Piping</b>												
210		Copper			X								
211		Galvanized Steel						X		Galvanized pipe has been replaced with Copper in some areas, it is recommended that all piping in this area be replaced with Copper.		\$1,000	
212	Recirculating Pump							X					
213	<b>Sewer System (Age)</b>												
214		Pipes				X				Pipes are aged in public restroom and should be replaced		\$2,500	
215		To Septic System						X					
216		Date Last Pumped?						X					
217		To Municipal Sewage System						X					
218	<b>Gas System</b>												

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Frisbie Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								598 E. Easton St, Rialto, CA 92376	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								1-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-60s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
219		Natural Gas						X					
220		Gas Meter						X					
221		Propane						X					
222		Outdoor Tank						X					
223		Valves, Pipes						X					
<b>ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
224	Electric												
225		Service Entrance						X		North Field Restroom Building - Existing 200A, 120/240V, 1 ph, 3w metered service is at the end of life cycle.		\$2,500	
226		Electric Meter			X								
227		Main Switch Board			X								
228		Main Panel			X								
229		Subpanels			X								
230		Conductors, wires, cables			X								
230		Conduits			X								
232		Outlets											
233	Telephone												
234		Telephone Board						X					
235		Telephone System						X					
236		Jacks (See Interior Rooms)											
237	Fire Alarm System (N/A)												

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
238		Fire Alarm Panel											
239		Annunciator Panel											
240		Annunciators											
241		Detectectors											
242		Wiring											
<b>PARK AREA SOUTH OF EASTON AVENUE</b>													
<b>CIVIL - South Park Area</b>													
243	On-Site Drainage							X					
244	Equipment / Stormwater Fencing							X					
245	On-Site Signage							X			Provide P.O.T. directional signage to accessible restrooms	\$500	
246	On-Site Sidewalks							X		23, 32	Replace sidewalks w/ non-conforming slope and cross slope.	\$10,000	
247	ADA Ramps							X		24	Provide handrails, grooved border, and compliant landings where running slope exceeds 5%.	\$5,000	
248	Exterior Furniture							X					
249	Baseball Fields							X		25	Provide accessible path to (3) baseball fields and replace handrails.	\$10,000	
250	Drinking Fountains							X		26, 27	Provide accessible path and correct landing over 2% slope to drinking fountains along P.O.T.	\$5,000	
251	Bike Racks	X											
<b>Parking Lot #2 - South (off Easton Ave)</b>													
252	Parking Lot Drive Aisles Pavement		X										

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
253		Speed Bumps						X					
254		Parking Lot Spaces Pavement		X									
255		Striping / Pavement Markings		X									
256		Parking Curbs / tire stops		X									
257		ADA Parking Lot Spaces						X	22	Slope exceeds 2% any direction, 2 spaces provided but 4 required.		\$5,000	
258		ADA Access Aisle						X	22	Slope exceeds 2% any direction.		\$5,000	
259		ADA Ramps						X	23	Ramp is non-compliant.		\$5,000	
260		ADA Path of Travel							X				
261		ADA Parking Stall Signage						X	22	Missing 'Van Accessible' and 'Minimum Fine \$250' signage.		\$500	
262		ADA Directional Signage							X				
263		ADA Tow-Away Signage						X	21	No signage, install post-mounted sign at (2) parking lot entrances.		\$1,000	
264		Bollards			X								
265		Parking Lot Lighting			X					(2) existing pole-mounted lights, recommend (2) additional pole lights.		\$10,000	
<b>Parking Lot #3 - South (off Eucalyptus Ave)</b>													
266		Parking Lot Drive Aisles Pavement		X									
267		Speed Bumps							X				
268		Parking Lot Spaces Pavement		X									
269		Striping / Pavement Markings		X									
270		Parking Curbs / tire stops		X									
271		ADA Parking Lot Spaces						X	30	Slope exceeds 2% any direction, 3 spaces provided but 2 required.		\$5,000	

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
272		ADA Access Aisle					X		30	Slope exceeds 2% any direction, access aisles require user to walk behind cars other than the user's car.	\$5,000		
273		ADA Ramps						X		No ADA ramp at this parking lot			
274		ADA Path of Travel					X		29	Access to public buildings is along a road, install new accessible path for pedestrians.	\$10,000		
275		ADA Parking Stall Signage					X		30	Missing 'Van Accessible' and 'Minimum Fine \$250' signage.	\$500		
276		ADA Directional Signage					X			Provide directional signage to accessible restrooms.	\$500		
277		ADA Tow-Away Signage					X		31	No signage, install post-mounted sign at (2) parking lot entrances.	\$1,000		
278		Bollards						X					
279		Parking Lot Lighting		X						(3) existing pole-mounted lights, should be adequate			
<b>LANDSCAPE - SOUTH PARK AREA</b>													
280		Irrigation System						X					
281		Lawn Areas		X									
282		Landscape Low Vegetation		X									
283		Ground Cover (Mulch, Gravel, etc.)		X									
284		Weeds, presence of?		X									
285		Trees (Proximity to Bldg.)		X									
286		Tree Grates					X		28	Concrete around tree wells broken, excessive slopes and changes in level greater than 1/4" vertical.			
287		Landscape Structures / Walls						X					
288		Patio Systems (Pavers, Bricks, etc.)						X					
289		Other Amenities						X					
290		Landscape Lighting			X								

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
291	Building Ext. Lighting (in planters type)							X					
<b>SITE UTILITIES - SOUTH PARK AREA (site utilities not included)</b>													
292	Electrical Service							X					
293	Water Distribution System							X					
294	BackFlow Preventer							X					
295	Hose Bibbs							X					
296	Fire Water System							X					
297	Post Indicator Valve							X					
298	BackFlow Preventer							X					
299	Gas Distribution							X					
300	Sewer / Septic System							X					
301	Exterior Parking Lot Lighting			X						See item # 279			
<b>CONCESSION BUILDING #3 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #3 - Restroom and Concession Building</b>												
302	General Appearance			X									
303	Exterior Finish			X									
304	Window Openings / Glazing							X					
305	Door openings				X								
306	Vents / Louvers							X					
307	Overhangs / Soffits							X	34	Protruding object 71" clear above finished surface, relocate to 80" clear or install wall below protruding object.		\$500	

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
308		Arcades / Covered Walkways						X					
309		Exterior Building Lighting			X								
310		Architectural Elements						X	33	Concession stand public counters 38.5" above finished surface, accessible height is 34". At a minimum relocate (1) counter to accessible height and install 'International Symbol of Accessibility' (ISA) signage at the accessible counter.		\$5,000	
311		Dampproofing			X								
312		Expansion / Control Joints						X					
313		Sealants						X					
<b>Bldg #3 - Roofing</b>													
314		Condition Rating			X					Age of Roofing is Unknown			
315		Roofing Membrane			X								
316		Shingles			X								
317		Flashing			X								
318		Skylights						X					
319		Hatches						X					
320		Equipment Curbs						X					
321		Roof Equipment, See HVAC						X					
322		Vents			X								
323		Roof Drains						X					
324		Gutters / Downspouts			X								
325		Lightning Protection						X					
326		Ponding Water?						X					

**FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK**

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
327	Known Leakage?							X					
<b>CONCESSIONS BUILDING #3 - INTERIOR SPACES</b>													
	<b>Bldg #3 - Men's Restroom</b>												
328	Wall Finishes			X									
329	Floor Finishes			X									
330	Ceiling Finishes			X									
331	Light Fixtures			X									
332	Air Grills / Registers				X								
333	Fire Sprinkler Heads							X					
334	Windows / Glazing							X					
335	Doors				X								
336	Door Hardware						X		32	Replace closer. Threshold over 1/2" vertical.		\$1,000	
337	Sinks & Faucets						X		35	Lavatory 14" to adjacent wall, no pipe insulation.		\$500	
338	Countertops							X					
339	Urinals						X		36	36" wide clear floor space not provided, height above 17" to urinal lip.		\$1,000	
340	ADA Toilet						X		37, 38	ADA stall and accessories not compliant.		\$1,000	
341	Toilets				X								
342	Floor Drain						X		39	Floor drain more than 1/4" below floor level, relocate to be flush with floor.		\$1,000	
343	Hose Bibb							X					
344	Toilet Partitions						X		38	Toilet partitions non-compliant with accessible clearances, remove and install new toilet compartments.		\$1,500	

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
345		Restroom Accessories					X		35	Soap and paper towel dispenser more than 40" above finished floor.			\$500
346		Fire Alarm Components						X					
347		Electrical Outlets						X					
348		Signage					X		32	Non-compliant door sign, no wall sign.			\$500
		<b>Bldg #3 - Women's Restroom</b>											
349		Wall Finishes		X									
350		Floor Finishes		X									
351		Ceiling Finishes		X									
352		Light Fixtures		X									
353		Air Grills / Registers			X								
354		Fire Sprinkler Heads						X					
355		Windows / Glazing						X					
356		Doors			X								
357		Door Hardware					X		32	Replace closer. Threshold over 1/2" vertical.			\$1,000
358		Sinks & Faucets					X		40	No pipe insulation.			\$500
359		Countertops						X		Consider replacing toilets			
360		ADA Toilet					X		41	ADA stall and accessories not compliant.			\$2,000
361		Toilets			X					Consider replacing toilet			\$500
362		Floor Drain					X		39	Floor drain more than 1/4" below floor level, relocate to be flush with floor.			\$1,000
363		Hose Bibb						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
364	Toilet Partitions						X		41	Toilet partitions non-compliant with accessible clearances, remove and install new toilet compartments.		\$1,500	
365	Restroom Accessories						X		40	Paper towel dispenser more than 40" above finished floor.		\$500	
366	Fire Alarm Components							X					
367	Electrical Outlets							X					
368	Signage						X		32	Non-compliant door sign, no wall sign.		\$500	
<b>Bldg #3 - Kitchen</b>													
369	Wall Finishes				X								
370	Floor Finishes				X								
371	Ceiling Finishes				X								
372	Light Fixtures				X								
373	Air Grills / Registers							X					
374	Fire Sprinkler Heads							X					
375	Windows / Glazing							X					
376	Doors				X								
377	Door Hardware						X			Door hardware is not accessible		\$1,000	
378	Fire Alarm Components							X					
379	Electrical Outlets				X								
380	Tel / Data Outlets				X								
381	Signage						X			No exterior Room I.D. signage		\$500	

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
382		Countertops					X			Countertops are 36" above fin. floor (accessible height 34")			\$5,000
383		Cabinets			X					Cabinets in good condition, but double sink is not accessible			\$750
384		Equipment			X								
<b>Bldg #3 - Other Spaces</b>													
386		Wall Finishes		X									
387		Floor Finishes		X									
388		Ceiling Finishes		X									
389		Light Fixtures		X									
390		Air Grills / Registers						X					
391		Fire Sprinkler Heads						X					
392		Windows / Glazing						X					
393		Doors			X								
394		Door Hardware					X			Door Hardware is not accessible			\$3,000
395		Fire Alarm Components						X					
396		Electrical Outlets			X								
397		Tel / Data Outlets			X								
398		Signage					X			No exterior Room I.D. signage for any exterior doors.			\$500
<b>MECHANICAL SYSTEMS</b>													
399		HVAC Control System											
400		Rooftop Package Units (Age, Size)		X						Evaporative cooling only			
401		Split System (Age, Size)											

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
402		Condenser Coils						X					
403		Fan Coil Units						X					
404	<b>Ductwork</b>												
405		Square Ducts						X					
406		Round Ducts						X					
407		Flex Ducts						X					
408		Duct Insulation						X					
409		Diffusers			X					Should be cleaned but appears to be operable		\$150	
410	<b>Exhaust Fans (Where)</b>												
411		Intake Grills						X					
412		Ducts						X					
<b>PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
413		Water Heater, Tank Type (Age, Size)		X						Tankless - about 5 Years old			
414	<b>Water Supply Piping</b>												
415		Copper			X								
416		Galvanized Steel						X					
417		Recirculating Pump						X					
418	<b>Sewer System (Age)</b>			X									
419		Pipes		X									
420		To Septic System						X					
421		Date Last Pumped?						X					
422		To Municipal Sewage System		X				X					
423	<b>Gas System</b>												

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
424		Natural Gas						X					
425		Gas Meter						X					
426		Propane						X					
427		Outdoor Tank						X					
428		Valves, Pipes						X					
<b>ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
429	<b>Electric</b>												
430		Service Entrance			X								
431		Electric Meter			X								
432		Main Switch Board			X								
433		Main Panel			X								
434		Subpanels			X								
435		Conductors, wires, cables				X				Abandoned conductors not terminated properly.		\$1,000	
436		Conduits			X								
437		Outlets			X								
438	<b>Telephone</b>												
439		Telephone Board			X								
440		Telephone System			X								
441		Jacks (See Interior Rooms)			X								
442	<b>Fire Alarm System (N/A)</b>												
443		Fire Alarm Panel						X					
444		Annunciator Panel						X					

## FACILITY CONDITION ASSESSMENT CHECKLIST - FRISBIE PARK

CONDITIONS			<i>Evaluation Considerations</i>							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Frisbie Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service Life								598 E. Easton St, Rialto, CA 92376	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								1-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-60s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
445	Annunciators							X					
446	Detectectors							X					
447	Wiring							X					
											<b>TOTAL COST</b>	<b>\$262,900</b>	

# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Flores Park  
1020 W. Etiwanda Ave  
Rialto, CA 92376**



April 19, 2016

**Prepared by:**

**Willdan Engineering  
13191 Crossroads Pkwy  
Suite 405  
Industry, CA 91746  
(562) 908-6200**

**Joncich Sturm & Associates, Inc.  
370 Crenshaw Blvd  
Suite E104  
Torrance, CA 90503  
(310) 783-5129**

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# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – FLORES Park**

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### **Table of Contents**

*Site Location*

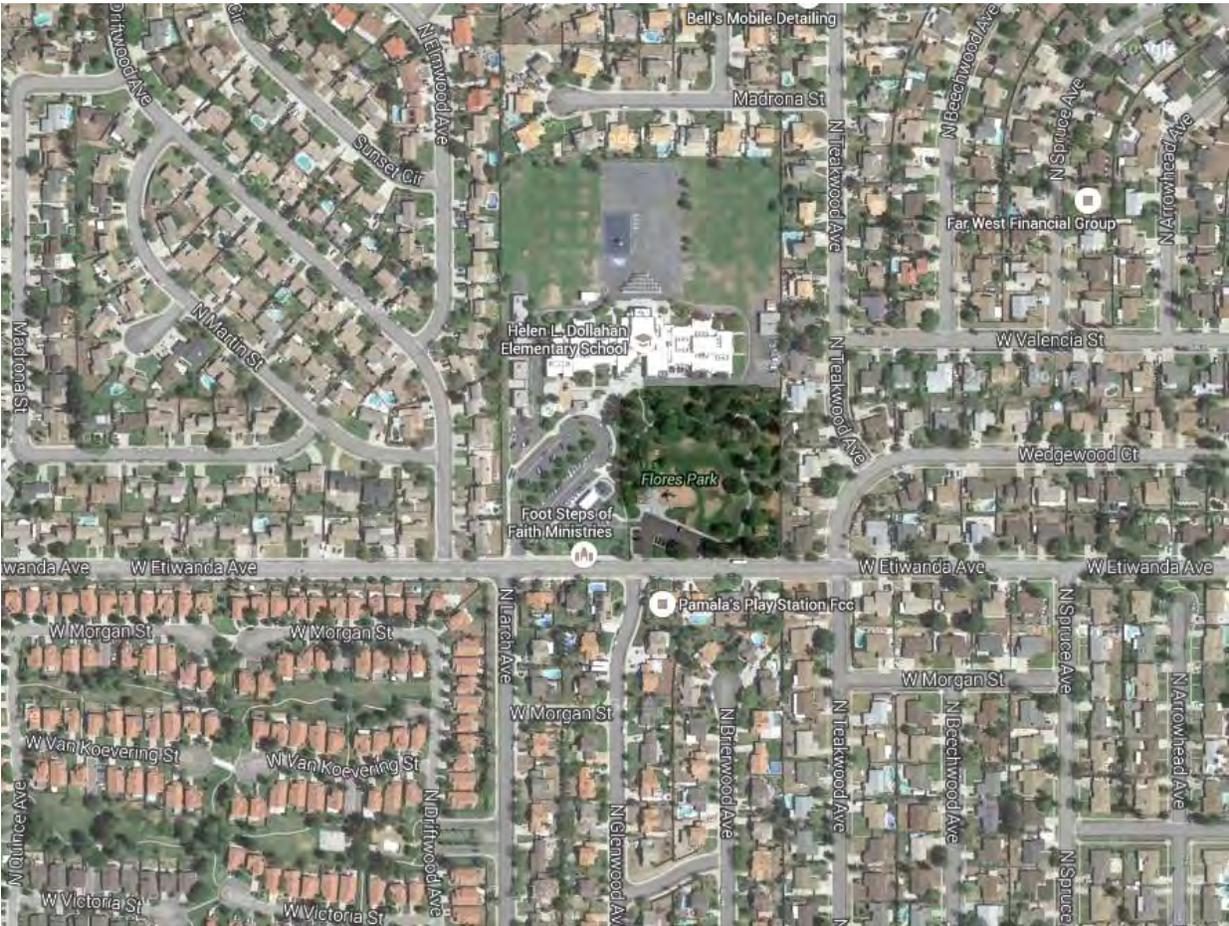
*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/  
Cost*

**Site Location:**



## ***Executive Summary – City of Rialto, Flores Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Flores Park on February 11, 2016 to assess the condition of existing structures and the accessible features of the park. The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have been constructed under the building codes at the time of construction, but may not comply with current codes.

Flores Park consists of a 1-story restroom building and 3 picnic table shade shelters. The restroom building is a concrete masonry unit (CMU) building with a gabled roof. In addition to the restroom building and shade shelters, the park has a parking lot, a playground, and 3 open-air picnic table and barbeque areas.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code (CBC). In the report, these site accessibility deficiencies are identified in more detail, along with an estimated cost estimate to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

### ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of some of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

### ***Mechanical Overview***

The Restroom building does not have mechanical exhaust; it uses natural ventilation to ventilate the space.

### ***Plumbing Overview***

The Restroom building has stainless steel fixtures which appear to be in good condition.

### ***Condition Report***

The building is in fair condition considering its age, but will need to be renovated to extend its useful service life. The buildings have differed maintenance issues which

should be addressed to make the buildings operate in optimal condition. The ADA accessibility assessment revealed numerous deficiency items which will be described in more detail in the report.

The site in general is in fairly good shape but in need of ADA improvements, primarily along the path-of-travel. A few of the deficient items include improper slopes and horizontal/vertical gaps along the path-of-travel, improper slopes at accessible parking, and inadequate or missing signage.

**Anticipated repair costs: \$75,500.00**

## DEFICIENCY PHOTOGRAPHS – FLORES PARK



Photo 1

-No tow-away sign at entrance to parking lot



Photo 2

-Left accessible parking space missing 'VAN ACCESSIBLE' sign  
-Both accessible parking spaces missing 'MINIMUM FINE \$250' signs  
-Access Aisle missing 12" high 'NO PARKING'



Photo 3

-Curb ramp missing detectable warning surface  
-Curb ramp exceeds 8.33% (measured 9.2%)  
-Accessible parking and access aisle slopes exceed 2% (measured up to 2.3% near curb at left stall)



Photo 4

-Horizontal gaps greater than 1/2"  
-Vertical change in elevation greater than 1/4"  
(Typical at walkway along park path)



Photo 5

- Horizontal gaps greater than ½"
- Vertical change in elevation greater than ¼"



Photo 6

- Vertical changes in elevation greater than ¼"
- Cross slopes exceed 2% (measured up to 6.1%)



Photo 7

- Ramp slope exceeds 8.33% (measured 10.1%)
- No handrails at ramp
- Bottom landing is not a stable surface such as concrete, asphalt, or pavers
- Play ground surface is not accessible



Photo 8

- No accessible path to picnic table shelter



Photo 9

-No accessible path to picnic tables and barbeque



Photo 10

-Horizontal gaps greater than  $\frac{1}{2}$ "  
-Vertical change in elevation greater than  $\frac{1}{4}$ "  
(Typical at 17 locations along park path)



Photo 11

-Path of travel less than 48" in width  
-Cross slopes greater than 2%



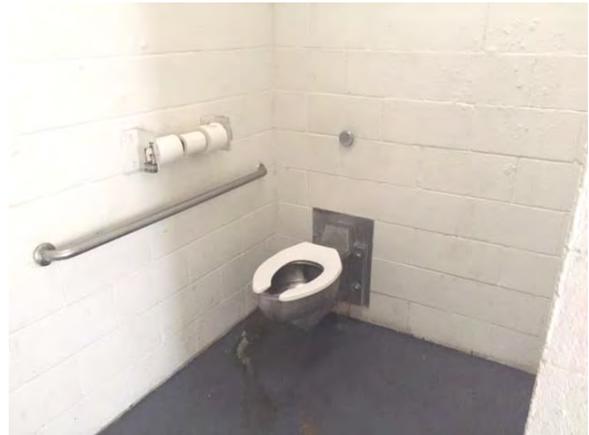
Photo 12

- Minor termite damage and/or dry rot at exposed roof beams  
-Peeling paint at exposed roof beams



**Photo 13**

- Missing accessible restroom signage at door and wall
- Gate within 10" of finished surface does not have a smooth surface



**Photo 14 – Men's Restroom**

- Width of accessible stall less than 60" clear (measured 58.5")
- Floor drain change in elevation greater than ¼"
- Slope to drain exceeds 2%
- Rear grab bar less than 36" in length (measured as 30")
- Toilet paper dispenser not located below grab bar



**Photo 15 – Men's Restroom**

- No insulation at pipes below lavatory
- Worn flooring
- Slope to floor drain exceeds 2%
- Floor drain greater than ¼" below finished floor



**Photo 16**

- Missing accessible restroom signage at door and wall
- Gate within 10" of finished surface does not have a smooth surface



Photo 17 – Women's Restroom

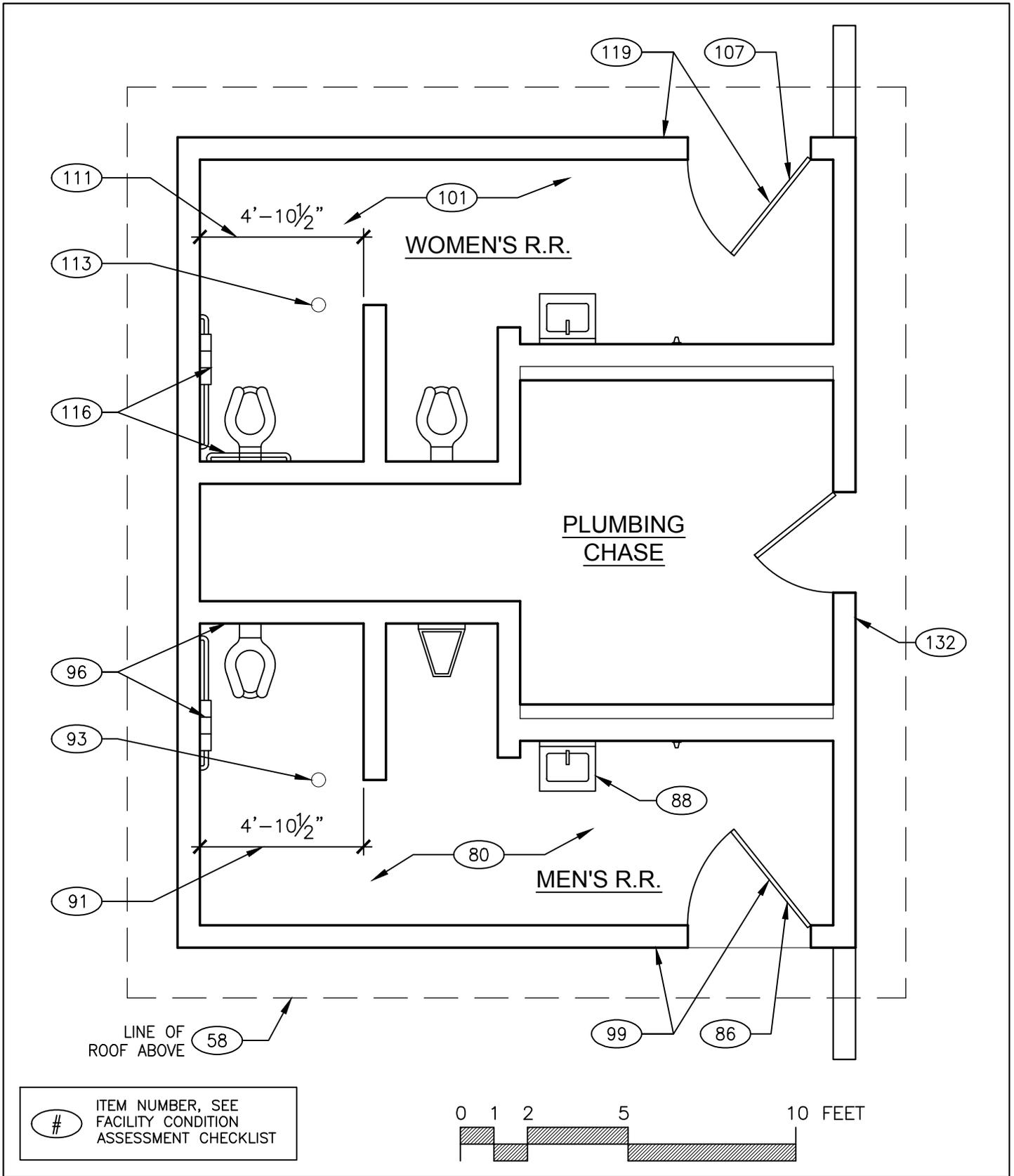
- Width of accessible stall less than 60" clear (measured 58.5")
- Floor drain change in elevation greater than  $\frac{1}{4}$ "
- Slope to drain exceeds 2%
- Rear grab bar less than 36" in length (measured as 30")
- Toilet paper dispenser not located below grab bar



Photo 18

- Worn flooring
- Slope to floor drain exceeds 2%
- Floor drain greater than  $\frac{1}{4}$ " below finished floor





**PROJECT TITLE:**  
CITY OF RIALTO – FLORES PARK  
FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
1020 W. ETIWANDA AVE  
RIALTO, CA 92376

**SCALE:** 1/4"=1'-0"

**DATE:** 3/10/16

**DRAWING TITLE:**  
**RESTROOM BLDG.  
FLOOR PLAN**

 NORTH

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

CONDITIONS			Evaluation Considerations						Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component							Flores Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life							1020 W. Etiwanda Ave, Rialto, CA 92376	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records							11-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition							James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
<b>GENERAL CONDITIONS</b>												
1	<b>Asbestos Report (Yes / No) When?</b>											
2		Asbestos? (Yes / No / Unknown)							12	Unknown		
3		Where?										
4	<b>Lead Paint Report (Yes / No) When?</b>											
5		Lead Paint? (Yes / No / Unknown)								Unknown		
6		Where?										
7	<b>Termite Report (Yes / No) When?</b>											
8		Termites? (Yes / No / Unknown)							12	Unknown		
9		Where?										
<b>PART A - PARK AREA</b>												
<b>CIVIL - North Park Area</b>												
10	On-Site Drainage							X				
11	On-Site Signage						X		2	Provide path-of-travel directional signage to accessible restroom	\$1,000	
12	On-Site Sidewalks - Between RR and parking lot						X		5, 6	Replace sidewalks w/ non-conforming slopes, changes in level greater than 1/4", and horizontal spaces greater than 1/2".	\$20,000	
13	On-Site Sidewalks - Path from Etiwanda Ave to park path			X					11	Path-of-travel less than 48" in width due to (2) curb ramps. Recommend removing curb ramps and install new curb and level walk.	\$5,000	
14	On-Site Sidewalks - Path around park area						X		10	Repair sidewalks w/ changes in level greater than 1/4", and horizontal spaces greater than 1/2", typical (17) locations.	\$5,000	
15	Exterior Furniture			X					8,9	Provide accessible path to picnic tables.	\$5,000	
16	Bike Racks							X				

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
17	Drinking Fountains			X						Drinking fountain in good condition.			
18	ADA Ramps						X		7	Replace ramp, install handrails and bottom landing and replace play ground surface with rubber mat.		\$10,000	
19													
	<b>Parking Lot</b>												
20	Parking Lot Drive Aisles Pavement			X									
21	Speed Bumps							X					
22	Parking Lot Spaces Pavement			X									
23	Striping / Pavement Markings			X									
24	Parking Curbs / tire stops			X									
25	ADA Parking Lot Spaces						X		2, 3	At left accessible parking space, slopes up to 2.3% near curb, re-pave to 2% max in any direction and re-stripe.		\$5,000	
26	ADA Access Aisle						X		2, 3	Missing 12" high 'NO PARKING' text at front of access aisle		\$100	
27	ADA Ramps						X		3	Ramp slope up to 9.2%. Remove and install new ramp with max. 8.33% slope and install Detectable Warning Surface where ramp meets access aisle.		\$5,000	
28	ADA Parking Stall Signage						X		2	Both spaces: install 'Minimum Fine \$250' sign. Left accessible space: install 'Van Accessible' signage.		\$600	
29	ADA Tow-Away Signage						X		1	No signage, install new post-mounted sign at entrance to parking lot.		\$1,000	
30	Bollards							X					
31	Parking Lot Lighting			X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>LANDSCAPE - NORTH PARK AREA</b>													
32		Irrigation System							X				
33		Lawn Areas		X									
34		Landscape Low Vegetation		X									
35		Ground Cover (Mulch, Gravel, etc.)		X									
36		Weeds, presence of?		X									
37		Trees (Proximity to Bldg.)		X									
38		Tree Grates							X				
39		Landscape Structures / Walls							X				
40		Other Amenities							X				
41		Landscape Lighting		X									
42		Building Ext. Lighting (in planters type)							X				
<b>SITE UTILITIES - NORTH PARK AREA (site utilities not included)</b>													
43		Electrical Service		X									
44		Water Distribution System							X				
45		BackFlow Preventer							X				
46		Hose Bibbs							X				
47		Fire Water System							X				
48		Post Indicator Valve							X				
49		BackFlow Preventer							X				
50		Gas Distribution							X				

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
51	Sewer / Septic System						X						
52	Exterior Parking Lot Lighting		X										
<b>PART B - PUBLIC BUILDING</b>													
<b>RESTROOM BUILDING - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Restroom Building</b>												
53	General Appearance			X									
54	Exterior Finish			X									
55	Window Openings / Glazing						X						
56	Door openings			X									
57	Vents / Louvers			X									
58	Overhangs / Soffits			X				12	Exposed wood beams and rafters: peeling paint and minor termite/dry rot damage. Recommend repair and paint exposed beams and rafters.			\$2,000	
59	Arcades / Covered Walkways						X						
60	Exterior Building Lighting						X						
61	Architectural Elements			X									
62	Dampproofing			X									
63	Expansion / Control Joints						X						
64	Sealants						X						
	<b>Restroom Building - Roofing</b>												
65	Condition Rating			X					Age of Roofing is Unknown				

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Flores Park	Park Name	
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
66		Roofing Membrane			X								
67		Shingles			X								
68		Flashing			X								
69		Skylights						X					
70		Hatches						X					
71		Equipment Curbs						X					
72		Roof Equipment, See HVAC						X					
73		Vents			X								
74		Roof Drains						X					
75		Gutters / Downspouts						X					
76		Lightning Protection						X					
77		Ponding Water?						X					
78		Known Leakage?						X					
<b>RESTROOM BUILDING - INTERIOR SPACES</b>													
	<b>Men's Restroom</b>												
79		Wall Finishes		X									
80		Floor Finishes					X		13, 14, 15	Concrete floor paint is about 30% worn. Consider refinishing.		\$2,500	
81		Ceiling Finishes			X								
82		Light Fixtures			X								
83		Air Grills / Registers			X								
84		Fire Sprinkler Heads						X					
85		Windows / Glazing						X					

**FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK**

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Flores Park	Park Name	
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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
86		Doors					X		13	Gate within 10" of finished surface is not smooth. Recommend welding 10" high steel plate at push side of the gate and painting the entire gate.			\$500
87		Door Hardware						X					
88		Sinks & Faucets					X		15	Pipes below lavatory not insulated for accessibility.			\$100
89		Countertops						X					
90		Urinals			X								\$500
91		ADA Toilet					X		14	Minimum clearance not provided for accessibility. Recommend removing and installing new CMU wall.			\$2,000
92		Toilets						X					
93		Floor Drain					X		15	More than 1/4" change in level and floor slopes over 2%. Recommend leveling floor to be less than 2% and installing floor drain grate flush w/ floor.			\$1,500
94		Hose Bibb						X					
95		Toilet Partitions						X					
96		Restroom Accessories					X		14	At ADA toilet, rear grab bar is missing and toilet paper dispenser too high. Recommend to provide new 36" grab bar and remove and install new toilet paper dispenser.			\$500
97		Fire Alarm Components						X					
98		Electrical Outlets						X					
99		Signage					X		13	Door and wall restroom signage missing, install new signage.			\$500
<b>Women's Restroom</b>													
100		Wall Finishes		X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
101		Floor Finishes					X		17, 18	Concrete floor paint is about 30% worn. Consider refinishing.		\$2,500	
102		Ceiling Finishes			X								
103		Light Fixtures			X								
104		Air Grills / Registers			X								
105		Fire Sprinkler Heads						X					
106		Windows / Glazing						X					
107		Doors					X		16	Gate within 10" of finished surface is not smooth. Recommend welding 10" high steel plate at push side of the gate and painting the entire gate.		\$500	
108		Door Hardware						X					
109		Sinks & Faucets			X								
110		Countertops						X					
111		ADA Toilet					X		17	Minimum clearance not provided for accessibility. Recommend removing and installing new CMU wall.		\$2,000	
112		Toilets			X								
113		Floor Drain					X		18	More than 1/4" change in level and floor slopes over 2%. Recommend leveling floor to be less than 2% and installing floor drain grate flush w/ floor.		\$1,500	
114		Hose Bibb						X					
115		Toilet Partitions						X					
116		Restroom Accessories					X		17	At ADA toilet, rear grab bar less than 36" in length and toilet paper dispenser too high. Recommend removing and install new accessories.		\$500	
117		Fire Alarm Components						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
118		Electrical Outlets						X					
119		Signage						X	16	Door and wall restroom signage missing, install new signage.		\$500	
<b>Other Spaces</b>													
120		Wall Finishes							X				
121		Floor Finishes			X								
122		Ceiling Finishes							X				
123		Light Fixtures			X								
124		Air Grills / Registers							X				
125		Fire Sprinkler Heads							X				
126		Windows / Glazing							X				
127		Doors			X								
128		Door Hardware							X				
129		Fire Alarm Components							X				
130		Electrical Outlets			X								
131		Tel / Data Outlets							X				
132		Signage						X		Missing room I.D. signage at plumbing chase door, recommend install new wall signage.		\$200	
<b>MECHANICAL SYSTEMS (No HVAC system at this site)</b>													
<b>PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
133		Water Heater, Tank Type (Age, Size)							X				

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Flores Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service Life								1020 W. Etiwanda Ave, Rialto, CA 92376	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								11-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
134	Water Heater, Tankless Type (Age, Size)							X					
135	Instant Hot Water Heater, Electric							X					
	<b>Water Supply Piping</b>												
136		Copper			X								
137		Galvanized Steel						X					
138	Recirculating Pump							X					
	<b>Sewer System (Age)</b>												
139		Pipes			X								
140	To Septic System							X					
141	Date Last Pumped?							X					
142	To Municipal Sewage System				X								
	<b>Gas System</b>												
143		Natural Gas						X					
144		Gas Meter						X					
145		Propane						X					
146		Outdoor Tank						X					
147		Valves, Pipes						X					
<b>ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													
	<b>Electric</b>												
148		Service Entrance			X								
149		Electric Meter			X								
150		Main Switch Board						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FLORES PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Flores Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								1020 W. Etiwanda Ave, Rialto, CA 92376	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								11-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
151		Main Panel			X								
152		Subpanels							X				
153		Conductors, wires, cables			X								
154		Conduits			X								
155		Outlets							X				
	<b>Telephone</b>												
156		Telephone Board							X				
157		Telephone System							X				
158		Jacks (See Interior Rooms)							X				
	<b>Fire Alarm System (N/A)</b>												
159		Fire Alarm Panel							X				
160		Annunciator Panel							X				
161		Annunciators							X				
162		Detectectors							X				
163		Wiring							X				
											<b>TOTAL COST</b>	<b>\$75,500</b>	

# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Fergusson Park  
2395 W. Sunrise Dr  
Rialto, CA 92377**



April 19, 2016

**Prepared by:**

**Willdan Engineering  
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# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – Fergusson Park**

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### **Table of Contents**

*Site Location*

*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/ Cost*

# Site Location:



## ***Executive Summary – Fergusson Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Fergusson Park on February 16, 2016 to assess the condition of existing structures and the accessible features of the park. Fergusson Park on West Sunrise Drive consists of two public buildings and three picnic table shelters which support the park facilities and football fields. The snack bar building has restroom facilities and there is a separate stand-alone restroom facility.

The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have complied with the building codes at the time of construction; but may not comply with current codes.

The Northwest area of the park (see 'Site Key Plan A-A') consists of a pedestrian walkway loop and Restroom Building #1 which supports a playground and basketball courts. The walkway loop is adjacent to many large trees and tree roots have caused cracked, lifted slabs and cross slopes exceeding the allowable slope. Around the restroom building there are similar cross slopes and damaged pavement. Building #1 is a one-story concrete masonry unit (CMU) building with a metal gabled roof. Several deficiencies within Building #1 are noted on the photos and checklist.

The Southwest area of the park (see 'Site Key Plan B-B') consists of a parking lot, skate park, and tennis courts. The parking lot and accessible spaces have been installed within the last 5 years and have very minor upgrades required. Parking lot lighting appears to be adequate. The accessible ramp from Casa Grande Drive has numerous deficiencies, see photos and checklist for detailed descriptions of the ramp.

The East area of the park (see 'Site Key Plan C-C') consists two football fields, a baseball field, and Snack Bar & Restroom Building #2. There is also a one-story storage building which was not evaluated for this report. Building #2 is a one-story concrete masonry unit (CMU) building with a metal gabled roof. Building #2 appears to be constructed within the last 5 years and has a few deficiencies as noted on the photos and checklist.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code (CBC). In the report, these site and building accessibility deficiencies are identified in more detail, along with an estimated cost estimate to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

## ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of some of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

## ***Mechanical/Plumbing Overview***

### **Restroom Building (Building #1)**

The men's restroom has one urinal, one water closet and one lavatory; all devices appear to meet ADA requirements with the exception of the urinal location. The water closet is in fair condition. The urinal is in fair to poor condition and will need to be replaced in the near future. The lavatory sink is in poor condition; the review team advises to replace this unit.

The women's restroom has two water closets and one lavatory; all devices appear to meet ADA requirements. The water closets are in fair condition. The lavatory sink is in poor condition; the review team advises to replace this unit.

### **Snack Bar & Restroom Building (Building #2)**

The snack bar is cooled by an evaporative cooling unit. It was on during the review team's visit and is providing cold air to the space. The only downside to this unit is the hot exhaust air is blown at roughly a 45 degree angle downward on snack bar patrons waiting to purchase items. This is not ideal and may be cause for some complaints. The restrooms appear to be mechanically ventilated/exhausted but due to lack of access this could not be confirmed.



**Figure 1: Evaporative Cooling Unit**

Domestic hot water is provided by a 50 gallon electric hot water heater in good condition.

There are two propane tanks stored in the snack bar. These tanks should be stored in a storage closet that is not commonly occupied.



**Figure 2: Propane in Occupied Space**



**Figure 3: Electric Water Heater**

The snack bar has a fridge, ice machine and other cooking equipment. There is a small fryer in the space. This does not appear to have caused any damage to walls but the necessary equipment is not installed to exhaust and trap grease and the City should consider removing this unit from use.

The snack bar restroom plumbing equipment is in good/new condition and all necessary devices are installed. The water closets, urinals and lavatories are in good condition.

## ***Electrical Overview***

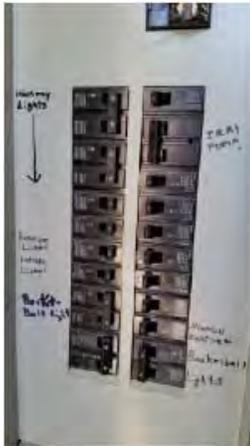
### **Parking Lot**

The parking lot area currently has approximately 30ft, high pressure sodium lighting fixtures located throughout the perimeter of the parking area. It appears these lights are meeting the egress requirement but it is difficult to determine without performing a photometric study. A photometric study is recommended to provide a more accurate assessment.

### **Restroom Building (Building #1)**

The restrooms have appropriate exterior fixtures. They have vandal guards on them and appear to be in decent condition.

The North restrooms electrical equipment is in decent shape. The panel board is 200A, 120/208V 1ph, 3W and is in decent condition.



**Figure 4: Restroom Building #1 Electrical Panel**



**Figure 5: Snack Bar Building #2 Panel**

### **Snack Bar & Restroom Building (Building #2)**

This snack bar currently has exterior lighting covering the perimeter of the building. The main snack bar panel board is a 200A, 120/208V 1ph, 3W, and currently serves all Snack Bar facilities and attached restrooms.

It appears that the snack bar main panel has plenty of capacity, a little less than half the board remains available.

The interior lighting consists of 2x4 T8 surface mounted fixtures with no occupancy sensors. It is recommended to install occupancy sensors in this space to conserve energy. The sink area lighting switch is mounted at approximately 42" AFF and is ADA compliant.

The snack bar's exterior lighting is in good condition. The design review team did not notice any damaged units.

The snack bar has GFCI's located appropriately in the kitchen.

**Anticipated repair costs: \$139,000.00**

## **DEFICIENCY PHOTOGRAPHS – FERGUSSON PARK**



**Photo 1**

- Ramp bottom landing, intermediate landing, and top landing exceed 2% slope
- Upper ramp exceeds 8.33% slope



**Photo 2**

- Ramp handrail at intermediate landing missing



**Photo 3 – D.F. near Skate Park**

- Clear space at drinking fountain exceeds 2% slope



**Photo 4 – D.F. near Playground #1**

- Clear space at drinking fountain exceeds 2% slope



Photo 5 – D.F. adjacent to Tennis Courts

-Clear space at drinking fountain exceeds 2% slope

-Drinking fountain locate too close to chain link fence



Photo 6 – D.F. along Walkway Loop

-Clear space at drinking fountain exceeds 2% slope

slope



Photo 7 – Left Accessible Spaces

-Right space wheel stop damaged

-2<sup>nd</sup> from right space wheel stop missing



Photo 8 – Right Accessible Spaces

-Left and right space wheel stops missing



**Photo 9**

*-Tow away sign at entrance to parking lot is missing address and telephone number for towing location (typical of 2 signs)*



**Photo 11 – P.O.T. Near Tennis Courts**

*-Vertical change in elevation greater than ¼”*



**Photo 10 – P.O.T. Near Shade Shelter #2**

*-Cross slope greater than 2%*



**Photo 12 – P.O.T. Near Building #1**

*-Cross slopes greater than 2%*

*-Vertical change in elevation greater than ¼”*

*-Horizontal gaps greater than ½”*



Photo 13 – P.O.T. to W. Sunrise Drive

-Horizontal gaps greater than ½"



Photo 14 – Walkway Loop

-Cross slopes greater than 2%

-Vertical change in elevation greater than ¼"

-Horizontal gaps greater than ½"



Photo 15 – Walkway Loop

-Cross slopes greater than 2%

-Vertical change in elevation greater than ¼"

-Horizontal gaps greater than ½"



Photo 16 – Walkway Loop

-Cross slopes greater than 2%

-Vertical change in elevation greater than ¼"

-Horizontal gaps greater than ½"



Photo 17 – Tables at Walkway Loop  
-No accessible path to tables and barbeque grill



Photo 18 – Building #1  
-Missing room I.D. signage



Photo 19 – Building #1  
-Incorrect wall sign



Photo 20 – Building #1  
-Pipes below lavatory not insulated against contact  
-Hand dryer located more than 40" above finished floor (see Photo 24)  
-Worn floor finish  
-Slope to floor drain exceeds 2%



**Photo 21 – Building #1**

*-Lip of urinal exceeds 17" above finished floor*



**Photo 22 – Building #1**

*-Grab bars located incorrectly from corner of wall  
-Worn floor finish  
-Graffiti on walls*



**Photo 23 – Building #1**

*-Incorrect wall sign*



**Photo 24 – Building #1**

*-Pipes below lavatory not insulated against contact  
-Hand dryer located more than 40" above finished floor  
-Worn floor finish  
-Slope to floor drain exceeds 2%*



**Photo 25 – Building #1**

*-Grab bars located incorrectly from corner of wall*

*-Worn floor finish*



**Photo 26 – Building #2**

*-Missing room I.D. signage*



**Photo 27 – Building #2**

*-Missing room I.D. signage*

*-'Lo' drinking fountain centerline closer than 16" from adjacent wall (measured 10")*



**Photo 28 – Building #2**

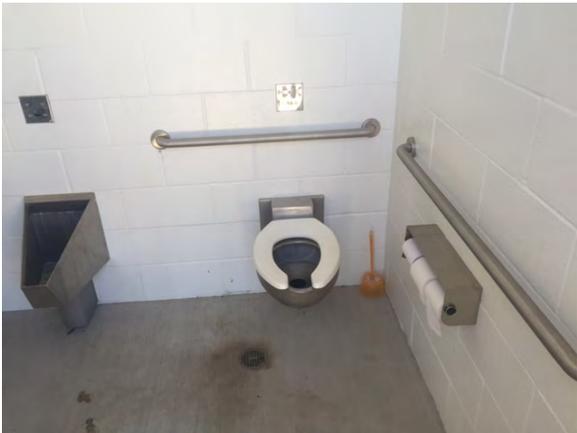
*- Geometric sign at door should be blank or have an ISA symbol only*



**Photo 29 – Building #2**  
*- Geometric sign at door should be blank or have an ISA symbol only*



**Photo 30 – Building #2**  
*-Accessible stall door, strike side less than 12” clear (measured 3”)*



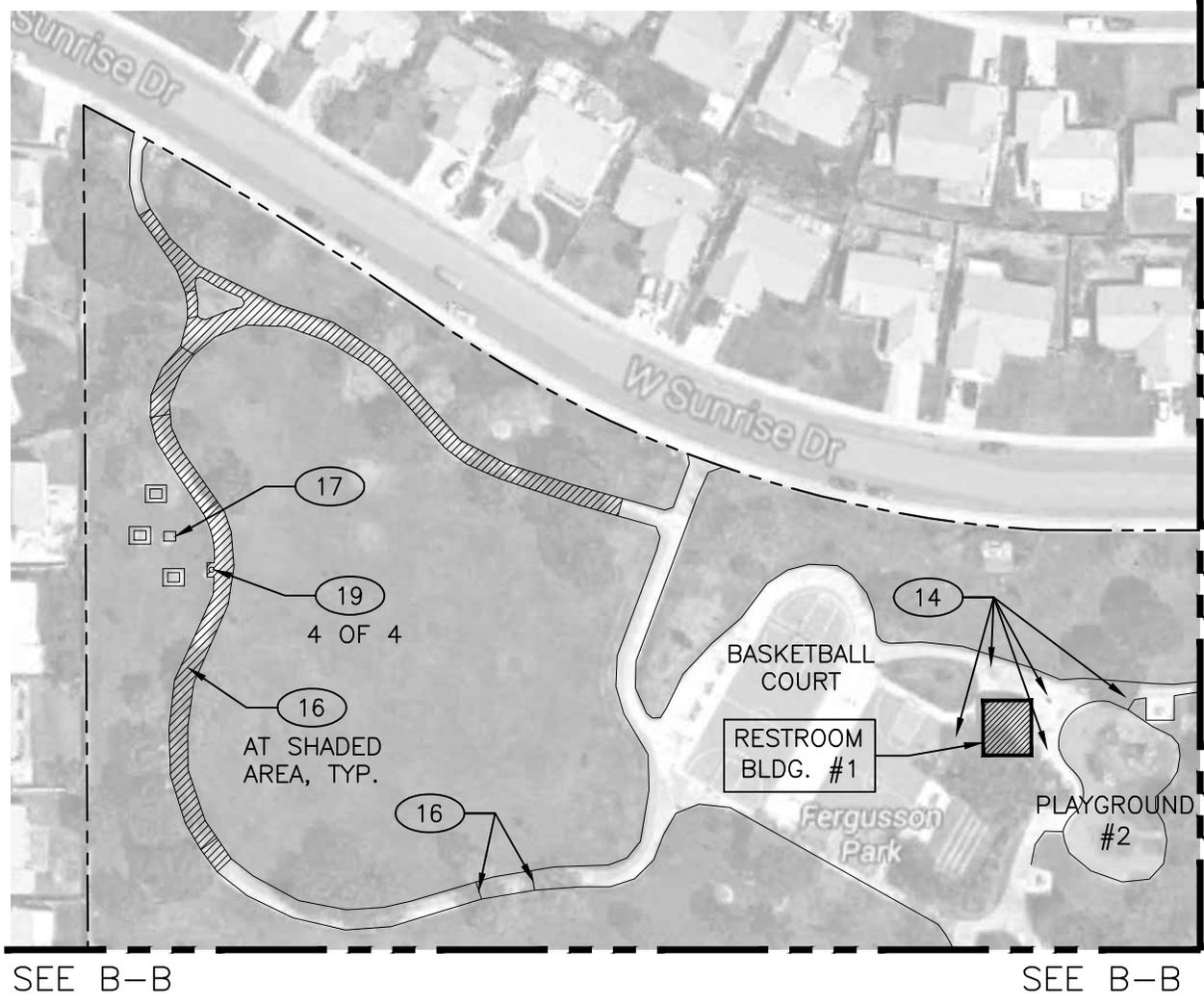
**Photo 31 – Building #2**  
*-Less than 60” clear at accessible water closet (measured 50” from wall to urinal)*



<b>PROJECT TITLE:</b> CITY OF RIALTO – FERGUSSON PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 2395 W. SUNRISE DR RIALTO, CA 92377	<b>SCALE:</b> NOT TO SCALE <b>DATE:</b> 3/17/16

**DRAWING TITLE:**  
**OVERALL SITE PLAN**

NORTH  

SEE C-C

SEE C-C

SEE B-B

SEE B-B

# ITEM NUMBER, SEE FACILITY CONDITION ASSESSMENT CHECKLIST

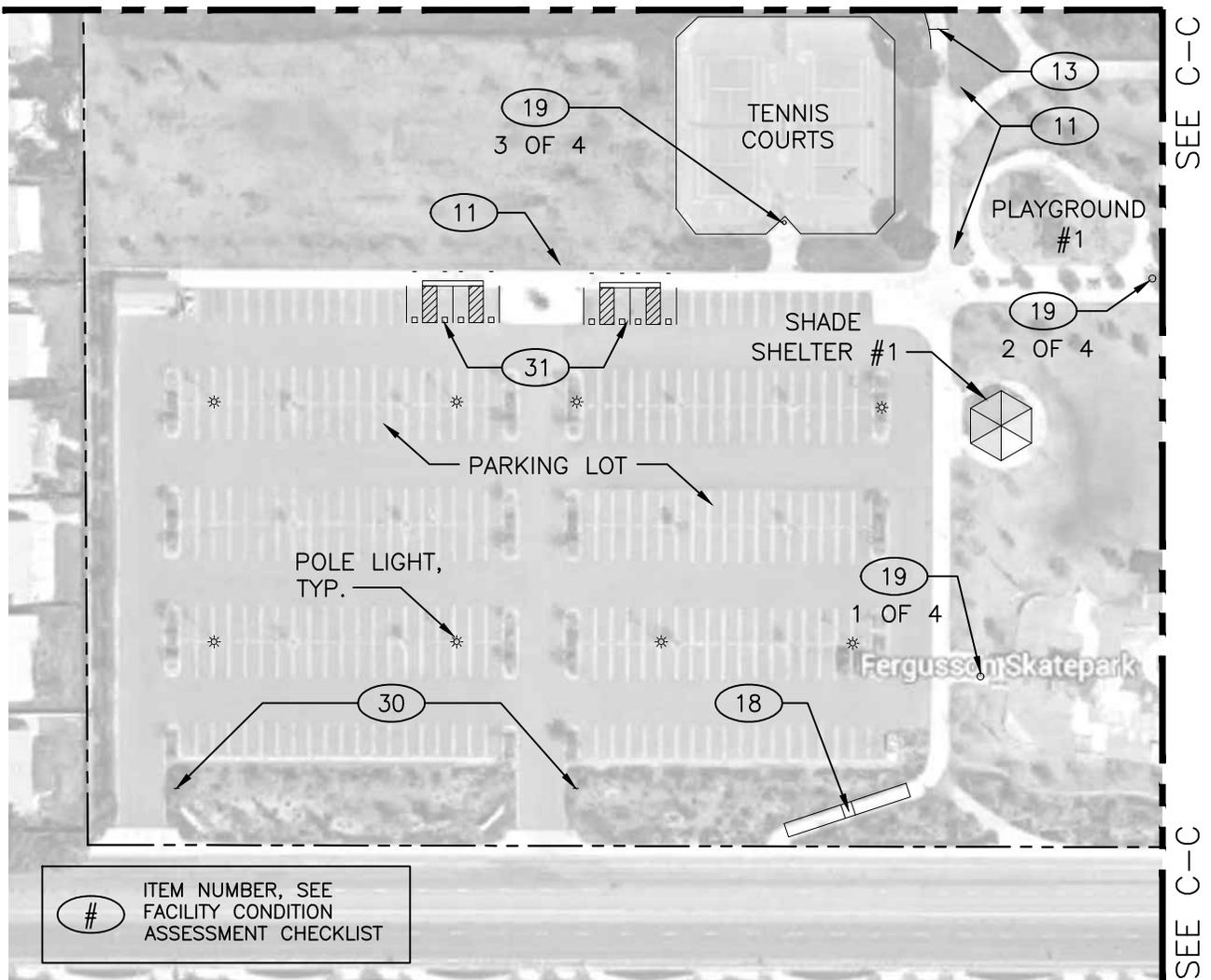
<b>PROJECT TITLE:</b> CITY OF RIALTO – FERGUSSON PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 2395 W. SUNRISE DR RIALTO, CA 92377	<b>SCALE:</b> 1"=1000'-0"
	<b>DATE:</b> 3/17/16

**DRAWING TITLE:**  
**SITE KEY PLAN: A-A**  
NORTHWEST WALKWAY AND BASKETBALL COURTS

NORTH

SEE A-A

SEE A-A



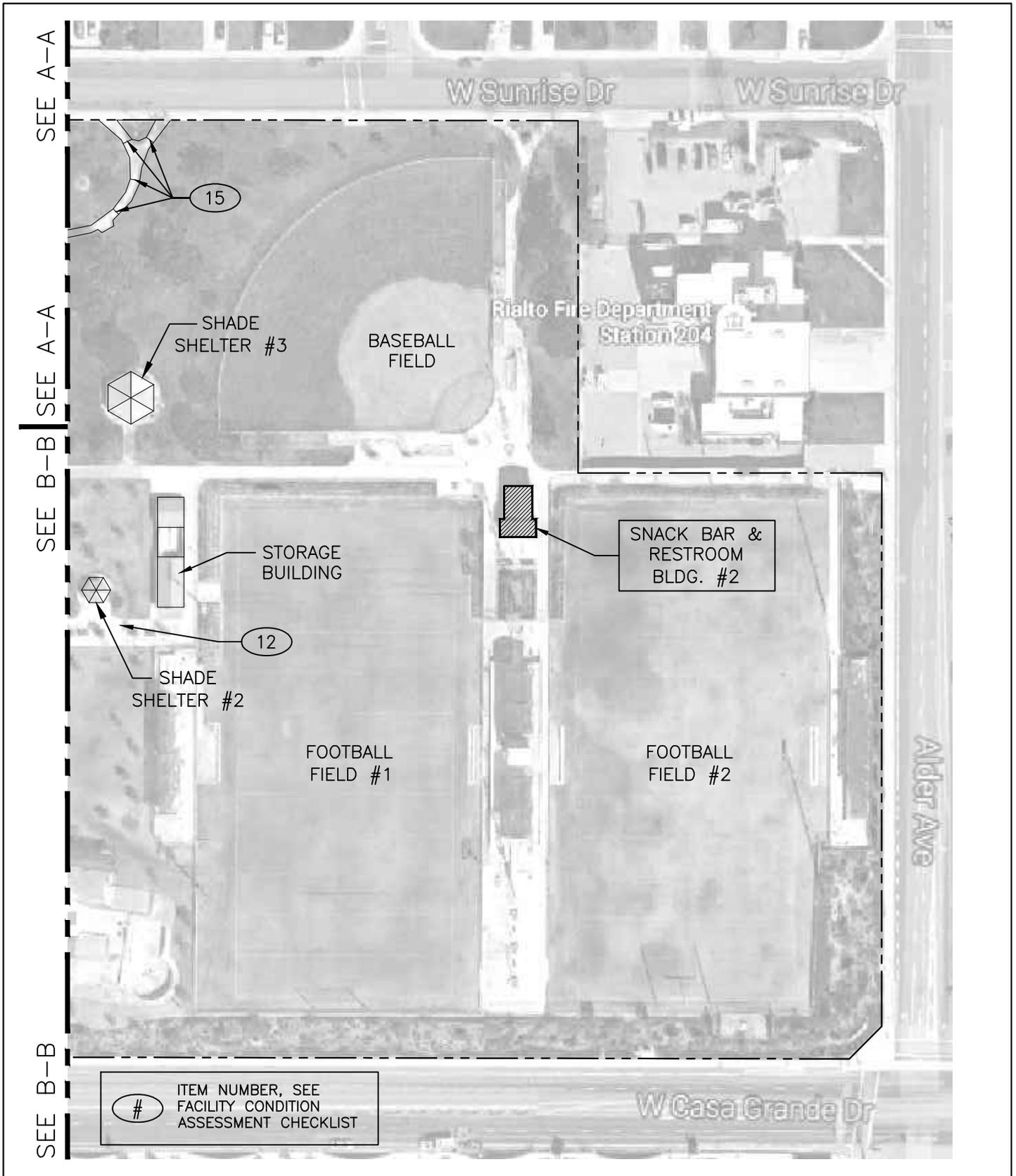
**PROJECT TITLE:**  
 CITY OF RIALTO – FERGUSSON PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 2395 W. SUNRISE DR  
 RIALTO, CA 92377

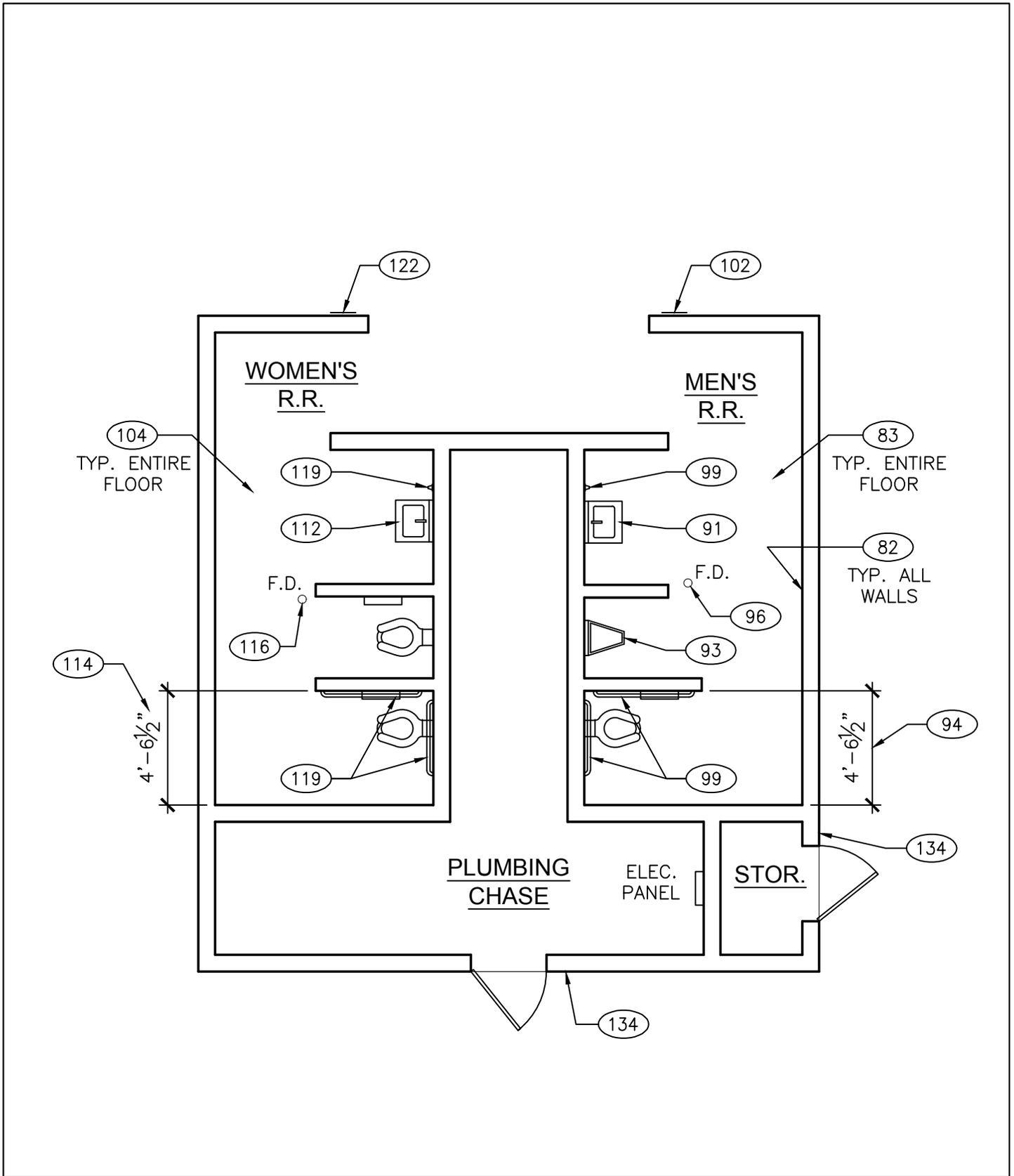
**SCALE:** 1"=1000'-0"  
**DATE:** 3/17/16

**DRAWING TITLE:**  
**SITE KEY PLAN: B-B**  
 SOUTHWEST PARKING AREA

**NORTH**  

<b>PROJECT TITLE:</b> CITY OF RIALTO – FERGUSSON PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <h2 style="margin: 0;">SITE KEY PLAN: C-C</h2> EAST BALL FIELDS		NORTH 
<b>PROJECT LOCATION:</b> 2395 W. SUNRISE DR RIALTO, CA 92377		<b>SCALE:</b> 1"=1000'-0" <b>DATE:</b> 3/17/16		



**PROJECT TITLE:**  
 CITY OF RIALTO – FERGUSSON PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 2395 W. SUNRISE DR  
 RIALTO, CA 92377

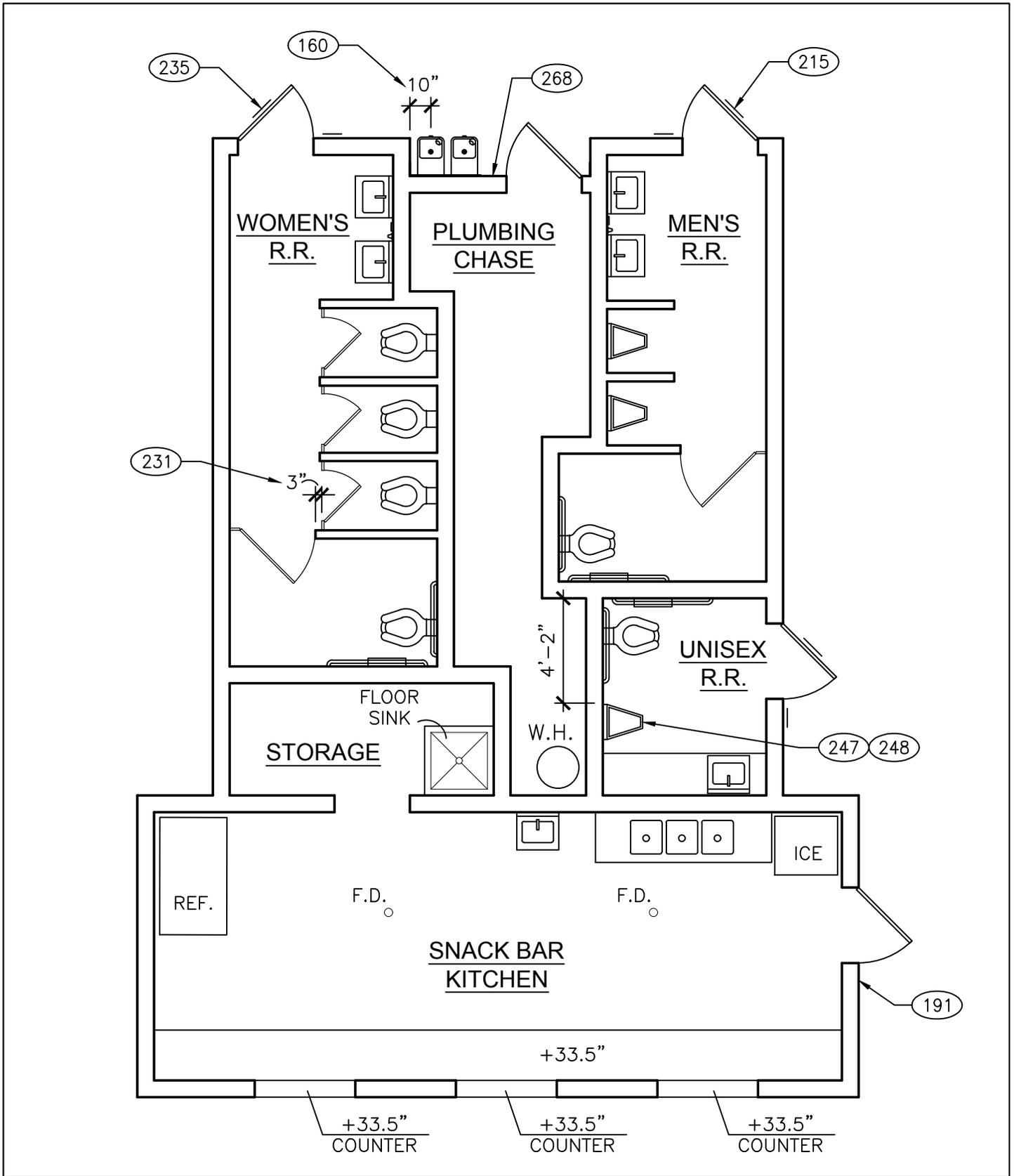
**SCALE:** 3/16"=1'-0"

**DATE:** 3/17/16

**DRAWING TITLE:**  
 RESTROOM BUILDING #1  
 FLOOR PLAN

**NORTH**





**PROJECT TITLE:**  
 CITY OF RIALTO – FERGUSSON PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 2395 W. SUNRISE DR  
 RIALTO, CA 92377

**SCALE:** 3/16"=1'-0"  
**DATE:** 3/17/16

**DRAWING TITLE:**  
 SNACK BAR &  
 RESTROOM BUILDING #2  
 FLOOR PLAN

**NORTH**  


# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Fergusson Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								2395 W. Sunrise Dr, Rialto, CA 92377	Address	
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years	Maintenance Records								16-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>GENERAL CONDITIONS</b>													
1	<b>Asbestos Report (Yes / No) When?</b>												
2		Asbestos? (Yes / No / Unknown)									Unknown		
3		Where?											
4	<b>Lead Paint Report (Yes / No) When?</b>												
5		Lead Paint? (Yes / No / Unknown)									Unknown		
6		Where?											
7	<b>Termite Report (Yes / No) When?</b>												
8		Termites? (Yes / No / Unkown)									Unknown		
9		Where?											
<b>PART A - SITE ACCESS</b>													
<b>CIVIL</b>													
10	On-Site Drainage							X					
11	On-Site Signage							X			Provide path-of-travel directional signage to accessible restrooms, recommend minimum (3) signs	\$1,500	
12	On-Site Sidewalks - adjacent to Shade Shelter #2							X		10	Replace or repair sidewalks w/ non-conforming slope	\$2,000	
13	On-Site Sidewalks - adjacent to Tennis Courts							X		11	Replace or repair sidewalks w/ vertical changes in level greater than 1/4"	\$100	
14	On-Site Sidewalks - adjacent to Building #1							X		12	Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at (8) locations.	\$20,000	
15	On-Site Sidewalks - from Sunrise Drive to Building #1							X		13	Replace or repair sidewalks w/ horizontal widths greater than 1/2". Typical at (4) locations.	\$400	

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Fergusson Park	Park Name	
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
16	On-Site Sidewalks - along walkway loop at Northwest corner of park						X		14, 15, 16	Replace or repair sidewalks w/ non-conforming slopes, vertical changes in level greater than 1/4", and horizontal widths greater than 1/2". Typical at 60% of walkway loop.	\$35,000		
17	On-site Furniture						X		17	No accessible path to picnic table and barbeque grill area. Recommend providing an accessible path to a minimum of 1 area.	\$2,000		
18	ADA Ramp - From W. Ayala Dr to Accessible Parking #1						X		1, 2	Bottom, intermediate, and top landing exceed 2% slope, upper ramp exceeds 8.33% slope, portion of handrail missing. Recommend removing and replacing entire ramp and landings.	\$20,000		
19	Drinking Fountains						X		12	Clear floor space at drinking fountain exceeds 2%, typical at (4) locations. Recommend remove and replace concrete landing. Recommend moving the tennis court Drinking Fountain to be clear of chain link fence.	\$8,000		
20	Bike Racks							X					
21	Skate Park				X								
22	Football/Soccer Fields				X								
<b>Parking Lot - Overall</b>													
23	Parking Lot Drive Aisles Pavement			X									
24	Speed Bumps							X					
25	Parking Lot Spaces Pavement			X									
26	Striping / Pavement Markings			X									
27	Parking Curbs / tire stops			X									
28	Bollards							X					
29	Parking Lot Lighting			X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
30		ADA Tow-Away Signage					X		9	Sign missing address and phone number of towing company and/or location, typical of (2) signs	\$100		
<b>Accessible Parking</b>													
31		ADA Parking Lot Spaces					X		7, 8	(3) wheel stops missing and (1) wheel stop damaged, recommend installing (4) new wheel stops.	\$800		
32		ADA Access Aisle		X									
33		ADA Curb Ramp		X									
34		ADA Parking Stall Signage		X									
<b>LANDSCAPE</b>													
35		Irrigation System			X								
36		Lawn Areas			X								
37		Landscape Low Vegetation			X								
38		Ground Cover (Mulch, Gravel, etc.)						X					
39		Weeds, presence of?			X								
40		Trees (Proximity to Bldg.)			X								
41		Tree Grates						X					
42		Landscape Structures / Walls						X					
43		Other Amenities						X					
44		Landscape Lighting						X					
45		Building Ext. Lighting (in planters type)						X					
<b>SITE UTILITIES (site utilities not included)</b>													
46		Electrical Service											

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGUSSON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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ITEM #	ITEMS	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
47	Water Distribution System												
48	BackFlow Preventer												
49	Hose Bibbs												
50	Fire Water System												
51	Post Indicator Valve												
52	BackFlow Preventer												
53	Gas Distribution												
54	Sewer / Septic System												
55	Exterior Parking Lot Lighting												
<b>PART B - PUBLIC BUILDINGS</b>													
<b>RESTROOM BUILDING #1</b>													
<b>RESTROOM BUILDING #1 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #1 - Walls</b>												
56	General Appearance			X									
57	Exterior Finish			X									
58	Window Openings / Glazing							X					
59	Door openings			X									
60	Vents / Louvers			X									
61	Overhangs / Soffits			X									
62	Arcades / Covered Walkways							X					
63	Exterior Building Lighting			X									
64	Architectural Elements							X					
65	Dampproofing			X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGUSSON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Fergusson Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								2395 W. Sunrise Dr, Rialto, CA 92377	Address	
3	FAIR	Average wear for building age: not new but no issues to report; replace within 4 to 6 years	Maintenance Records								16-Feb-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
66	Expansion / Control Joints							X					
67	Sealants				X								
<b>Bldg #1 - Roofing</b>													
68	Condition Rating				X								
69	Roofing Membrane				X								
70	Metal Roofing				X					Age of roof unknown.			
71	Flashing				X								
72	Skylights							X					
73	Hatches							X					
74	Equipment Curbs							X					
75	Roof Equipment, See HVAC							X					
76	Vents				X								
77	Roof Drains							X					
78	Gutters / Downspouts							X					
79	Lightning Protection							X					
80	Ponding Water?							X					
81	Known Leakage?							X					
<b>RESTROOM BUILDING #1 - INTERIOR SPACES</b>													
<b>Bldg #1 - Men's Restroom</b>													
82	Wall Finishes							X		22	Graffiti at walls, recommend repaint entire restroom	\$1,500	
83	Floor Finishes							X		20, 21, 22	Floor finish 40% worn, slopes to floor drain exceed 2%. Recommend leveling floor to be maximum 2% slope and refinish floor.	\$4,000	

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGUSSON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
84		Ceiling Finishes			X								
85		Light Fixtures			X								
86		Air Grills / Registers			X								
87		Fire Sprinkler Heads						X					
88		Windows / Glazing						X					
89		Doors						X					
90		Door Hardware						X					
91		Sinks & Faucets						X	20	Fixture in poor condition and pipes below lavatory not insulated against contact. Recommend remove and replace fixture.		\$1,000	
92		Countertops						X					
93		Urinals						X	21	Lip of urinal installed higher than 17" above finished floor, recommend replace fixture and install at lower height.		\$1,000	
94		ADA Toilet						X	22	Clear width at toilet less than 60". Recommend remove CMU wall at urinal and ADA toilet, install new walls with req'd clearance, and relocate plumbing fixtures and accessories.		\$12,000	
95		Toilets						X					
96		Floor Drain						X	20, 21, 22	Adjust floor drain to new finished floor where floor is leveled out to be less than 2% slope.		\$100	
97		Hose Bibb						X					
98		Toilet Partitions						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
99		Restroom Accessories					X		22	Grab bars located incorrectly and hand dryer located higher than 40" above finished floor. Recommend relocating grab bars and hand dryer.			\$600
100		Fire Alarm Components						X					
101		Electrical Outlets						X					
102		Signage					X		19	Non-compliant wall sign, recommend remove and replace.			\$200
		<b>Bldg #1 - Women's Restroom</b>											
103		Wall Finishes			X								
104		Floor Finishes					X		24, 25	Floor finish 40% worn, slopes to floor drain exceed 2%. Recommend leveling floor to be maximum 2% slope and refinish floor.			\$4,000
105		Ceiling Finishes			X								
106		Light Fixtures			X								
107		Air Grills / Registers			X								
108		Fire Sprinkler Heads						X					
109		Windows / Glazing						X					
110		Doors						X					
111		Door Hardware						X					
112		Sinks & Faucets					X		24	Fixture in poor condition and pipes below lavatory not insulated against contact. Recommend remove and replace fixture.			\$1,000
113		Countertops						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
114		ADA Toilet					X		25	Clear width at toilet less than 60". Recommend remove CMU wall, install new wall with req'd clearance, and relocate plumbing fixtures and accessories.		\$8,000	
115		Toilets						X					
116		Floor Drain					X		24, 25	Adjust floor drain to new finished floor where floor is leveled out to be less than 2% slope.		\$100	
117		Hose Bibb						X					
118		Toilet Partitions						X					
119		Restroom Accessories					X		24, 25	Grab bars located incorrectly and hand dryer located higher than 40" above finished floor. Recommend relocating grab bars and hand dryer.		\$600	
120		Fire Alarm Components						X					
121		Electrical Outlets						X					
122		Signage					X		23	Non-compliant wall sign, recommend remove and replace.		\$200	
<b>Bldg #1 - Other Spaces</b>													
123		Wall Finishes			X								
124		Floor Finishes			X								
125		Ceiling Finishes			X								
126		Light Fixtures			X								
127		Air Grills / Registers						X					
128		Fire Sprinkler Heads						X					
129		Windows / Glazing						X					
130		Doors			X								

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, Mid-70s	Weather Condition		
ITEM #	ITEMS		5	4	3	2	1	N/A		COMMENTS / RECOMMENDED ACTION			
131		Door Hardware			X								
132		Fire Alarm Components						X					
133		Electrical Outlets			X								
134		Signage					X		18	No room I.D. sign at plumbing chase or storage rooms, recommend installing (2) new signs.		\$500	
<b>MECHANICAL SYSTEMS - Building #1 (No Mechanical systems at Building #1)</b>													
<b>PLUMBING SYSTEMS - Building #1 (See Restrooms for fixture condition)</b>													
135		Water Heater, Tank Type (Age, Size)			X								
		<b>Water Supply Piping</b>											
136		Copper			X								
137		Galvanized Steel			X								
138		Recirculating Pump						X					
139		<b>Sewer System (Age)</b>											
140		Pipes			X								
141		To Septic System						X					
142		Date Last Pumped?						X					
143		To Municipal Sewage System						X					
<b>ELECTRICAL SYSTEMS Building #1 (See Exterior and Rooms for light fixture condition)</b>													
		<b>Electric</b>											
144		Service Entrance			X								

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
145		Electric Meter			X								
146		Main Switch Board						X					
147		Main Panel			X								
148		Subpanels						X					
149		Conductors, wires, cables			X								
150		Conduits			X								
151		Outlets			X								
<b>SNACK BAR &amp; RESTROOM BUILDING #2</b>													
<b>Snack Bar &amp; Restroom Building #2 - EXTERIOR BUILDING ENVELOPE</b>													
	<b>Bldg #2 - Walls</b>												
152		General Appearance		X									
153		Exterior Finish		X									
154		Window Openings / Glazing		X									
155		Door openings		X									
156		Vents / Louvers		X									
157		Overhangs / Soffits		X									
158		Arcades / Covered Walkways						X					
159		Exterior Building Lighting		X									
160		Drinking Fountain					X		27	Centerline of 'Lo' drinking fountain less than 16" clear to adjacent wall. Recommend removing drinking fountain, patch wall, and install new free-standing drinking fountain near Building #2.		\$7,500	
161		Dampproofing		X									
162		Expansion / Control Joints						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, Mid-70s	Weather Condition		
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
163		Sealants						X					
	<b>Bldg #2 - Roofing</b>												
164		Condition Rating		X									
165		Roofing Membrane		X									
166		Metal Roofing		X						Roof estimated to be less than 5 years old			
167		Flashing		X									
168		Skylights						X					
169		Hatches						X					
170		Equipment Curbs						X					
171		Roof Equipment, See HVAC						X					
172		Vents		X									
173		Roof Drains						X					
174		Gutters / Downspouts						X					
175		Lightning Protection						X					
176		Ponding Water?						X					
177		Known Leakage?						X					
178		Sealants						X					
<b>Snack Bar &amp; Restroom Building #2 - INTERIOR SPACES</b>													
	<b>Bldg #2 - Snack Bar Kitchen</b>												
179		Wall Finishes		X									
180		Floor Finishes		X									
181		Ceiling Finishes		X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
182		Light Fixtures		X									
183		Air Grills / Registers						X					
184		Fire Sprinkler Heads						X					
185		Windows / Glazing						X					
186		Doors		X									
187		Door Hardware		X									
188		Fire Alarm Components						X					
189		Electrical Outlets		X									
190		Tel / Data Outlets						X					
191		Signage					X		26	No room I.D. signage, recommend install new sign.		\$200	
192		Countertops		X									
193		Cabinets		X									
194		Equipment		X									
<b>Bldg #2 - Men's Restroom</b>													
195		Wall Finishes		X									
196		Floor Finishes		X									
197		Ceiling Finishes		X									
198		Light Fixtures		X									
199		Air Grills / Registers		X									
200		Fire Sprinkler Heads						X					
201		Windows / Glazing						X					
202		Door/Gate		X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
203		Door Hardware		X									
204		Sinks & Faucets		X									
205		Countertops						X					
206		Urinals		X									
207		ADA Toilet		X									
208		Toilets						X					
209		Floor Drain		X									
210		Hose Bibb						X					
211		Toilet Partitions		X									
212		Restroom Accessories		X									
213		Fire Alarm Components						X					
214		Electrical Outlets						X					
215		Signage					X		28	Non-compliant geometric door sign, recommend remove and replace.		\$100	
<b>Bldg #2 - Women's Restroom</b>													
216		Wall Finishes		X									
217		Floor Finishes		X									
218		Ceiling Finishes		X									
219		Light Fixtures		X									
220		Air Grills / Registers		X									
221		Fire Sprinkler Heads						X					
222		Windows / Glazing						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
223		Doors		X									
224		Door Hardware		X									
225		Sinks & Faucets		X									
226		Countertops							X				
227		ADA Toilet		X									
228		Toilets		X									
229		Floor Drain		X									
230		Hose Bibb							X				
231		Toilet Partitions					X			30	Clear space less than 12" at strike side of accessible stall door. Recommend removing one non-accessible toilet and CMU wall and rotating another non-accessible toilet in order to provide required clearance.	\$5,000	
232		Restroom Accessories		X									
233		Fire Alarm Components							X				
234		Electrical Outlets							X				
235		Signage					X			29	Non-compliant geometric door sign, recommend remove and replace.	\$100	
	<b>Bldg #2 - Unisex Restroom</b>												
236		Wall Finishes		X									
237		Floor Finishes		X									
238		Ceiling Finishes		X									
239		Light Fixtures		X									
240		Air Grills / Registers		X									

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
241		Fire Sprinkler Heads						X					
242		Windows / Glazing						X					
243		Doors		X									
244		Door Hardware		X									
245		Sinks & Faucets		X									
246		Countertops		X									
247		Urinals						X	31	Urinal interferes with clearance at ADA toilet, recommend remove and cap plumbing.			\$100
248		ADA Toilet						X	31	Clearance at toilet less than 60", recommend remove urinal			\$100
249		Floor Drain		X									
250		Hose Bibb						X					
251		Toilet Partitions						X					
252		Restroom Accessories		X									
253		Fire Alarm Components						X					
254		Electrical Outlets						X					
255		Signage		X									
	<b>Bldg #2 - Other Spaces</b>												
256		Wall Finishes		X									
257		Floor Finishes		X									
258		Ceiling Finishes		X									
259		Light Fixtures		X									
260		Air Grills / Registers						X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - FERGISSON PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, Mid-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
261		Fire Sprinkler Heads						X					
262		Windows / Glazing						X					
263		Doors		X									
264		Door Hardware		X									
265		Fire Alarm Components						X					
266		Electrical Outlets		X									
267		Tel / Data Outlets						X					
268		Signage						X	27	No room I.D. signage to Plumbing Chase, recommend install new sign.		\$200	
<b>Snack Bar &amp; Restroom Building #2 - MECHANICAL SYSTEMS</b>													
269		HVAC Control System						X					
270		Rooftop Package Units (Age, Size)								Unknown size and age, condition is good			
		<b>Split System (Age, Size)</b>						X					
271		Condenser Coils						X					
272		Fan Coil Units						X					
		<b>Ductwork</b>											
273		Square Ducts						X					
274		Round Ducts						X					
275		Flex Ducts						X					
276		Duct Insulation						X					
277		Diffusers						X					
		<b>Air Compressor (Age, Size)</b>											
278		Piping						X					
279		Valves						X					

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>Exhaust Fans (Where)</b>													
280		Intake Grills						X					
281		Ducts						X					
<b>Snack Bar &amp; Restroom Building #2 - PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
282		Water Heater, Tank Type (Age, Size)		X						Electric, less than 5 gallons			
283		Water Heater, Tankless Type (Age, Size)						X					
284		Instant Hot Water Heater, Electric						X					
<b>Water Supply Piping</b>													
285		Copper		X									
286		Galvanized Steel						X					
287		Recirculating Pump						X					
<b>Sewer System (Age)</b>													
288		Pipes		X									
289		To Septic System						X					
290		Date Last Pumped?						X					
291		To Municipal Sewage System		X									
<b>Gas System</b>													
292		Natural Gas						X					
293		Gas Meter						X					
294		Propane						X					
295		Outdoor Tank						X		Remove tanks from normally occupied space		\$1,000	
296		Valves, Pipes						X					
<b>Snack Bar &amp; Restroom Building #2 - ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>													



# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Birdsall Park  
2601 N. Linden Ave  
Rialto, CA 92377**



April 19, 2016

**Prepared by:**

**Willdan Engineering  
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**Joncich Sturm & Associates, Inc.  
370 Crenshaw Blvd  
Suite E104  
Torrance, CA 90503  
(310) 783-5129**

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# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – Birdsall Park**

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### **Table of Contents**

*Site Location*

*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/  
Cost*

**Site Location:**



## ***Executive Summary – City of Rialto, Birdsall Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Birdsall Park on February 16, 2016 to assess the condition of existing structures and the accessible features of the park. The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have been constructed under the building codes at the time of construction, but may not comply with current codes.

Birdsall Park, on North Linden Avenue, consists of a snack bar and restroom building, a picnic table shelter, two baseball fields, a basketball court, and a playground. The park is supported by a parking lot with 75 parking spaces, including 3 accessible spaces.

The snack bar and restroom building is a one-story concrete masonry unit building with a gabled roof. The picnic table shelter has steel posts supporting a wood-framed hexagonal roof and metal roofing.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code (CBC). In the report, these site accessibility deficiencies are identified in more detail, along with an estimated cost estimate to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

### ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of some of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

### ***Mechanical/Plumbing Overview***

This facility has a single snack bar serving the baseball fields. The snack bar has a women's and men's restroom and various spaces that support the snack bar operation.

The women's restroom has three water closets, a single lavatory and a hand dryer. All devices appear to be operational. Their condition is fair. The men's restroom has one water closet, two urinals, a single lavatory and a hand dryer. All devices except one of the urinals appear to be operational. The non-operational urinal appears to be leaking;

maintenance has taped off the unit and is working on a repair. The devices appear to be in fair condition.

The snack bar has a refrigerator, food warming equipment, and dry food storage. The dry food storage area had three propane tanks stored in it. These should not be stored inside. The snack bar has three sinks; one which is mounted on the countertop and is not ADA compliant, a second hand sink meets ADA requirements. The third sink is a janitor sink. All sinks appear to be in working order. Domestic hot water is provided to the snack bar by a small, roughly 6 gallon hot water heater. The water heater is in good condition and appears to be operational. The snack bar is ventilated by an exhaust fan connected to a switch on a wall. There is no source of heating or cooling for this space. The review team did not see any temporary heating/cooling equipment.



Snack Bar Kitchen – Double Sink



Snack Bar Kitchen – Propane Tanks

## ***Electrical Overview***

### **Playground and Parking Lot**

The Parking Lot area currently has (2) 25ft HPS lighting fixtures located at the perimeter of the parking area. After visual observation, it appears that the some areas of the parking area are lacking the minimum 1 foot-candle coverage requirement. We recommend providing additional pole mounted fixtures to meet the minimum 1 foot-candle requirement.

The Playground area currently has (2) 10ft HPS lighting fixtures located at the perimeter walkway of the playground area. After visual observation, it appears that the some

areas of the playground pathway are lacking the minimum 1 foot-candle coverage requirement. We recommend providing additional pole mounted fixtures to meet the minimum 1 foot-candle requirement.



Parking Lot – Existing Pole Light



Playground – Existing Pole Light

### **Snack Bar and Restrooms**

This facility has a single snack bar serving the baseball fields. The snack bar has a women's and men's restroom and various spaces that support the snack bar operation.

This snack bar currently has wall mounted exterior lighting along the perimeter of the building. An exterior mounted main service meter is located on the exterior of the building. The main panelboard is a 400A, 480/277V 3ph, 4W, and currently serves all Snack Bar facilities and attached restrooms. After visual inspection, the panel seems to be fair condition.

The snack bar counter receptacles do not appear to be protected by GFCI outlets or circuit breakers. We recommend adding GFCI circuit breakers to feed these outlets.

Currently the interior lighting consist of 1x4 T8 surface mounted fixture and HPS wall packs. We recommend that lighting fixtures be replaced with LED fixtures that meet current Title-24 requirements. The building is protected with access controls via key card reader, door contact and motion sensors.



Snack Bar Building – Exterior



Snack Bar – Interior at Restrooms



Snack Bar – Countertop Outlets

## ***Condition Report***

The buildings are in fair condition considering their age, but will need to be renovated to extend their useful service life. The ADA accessibility assessment revealed numerous deficiency items will be described in more detail in the report.

The site in general is in fairly good shape but in need of ADA improvements, primarily along the path of travel and at the accessible parking spaces. The parking lot and playground area could use additional lighting. The asphalt paving at the parking lot is worn and needs to be repaved and restriped.

**Anticipated repair costs: \$129,600.00**

## **DEFICIENCY PHOTOGRAPHS – BIRDSALL PARK**



Photo 1

*-No tow-away sign at entrance to parking lot*



Photo 2

*-Accessible parking and access aisles less than 18 feet in length (measured 16'-3")*  
*-AC pavement is uneven and slopes exceed 2%*  
*-Accessible parking sign missing 'MINIMUM FINE \$250' sign*  
*-Access aisle missing 12" high 'NO PARKING' text and parking striping is worn*  
*-Curb ramp is not allowed in the parking access aisle*



Photo 3

*-Accessible parking and access aisles less than 18 feet in length (measured 16'-3")*  
*-Accessible parking and access aisle slopes exceed 2% (measured up to 8% near curb)*  
*-Access aisle missing 12" high 'NO PARKING' text and parking stripes are worn*  
*-Left accessible parking space missing 'VAN ACCESSIBLE' and 'MINIMUM FINE \$250' sign*  
*-Right accessible parking space missing signage and post*



Photo 4

*-Curb ramp missing detectable warning surface*  
*-Curb ramp exceeds 8.33% (measured 10.8%)*



Photo 5

- Slope at drinking fountain exceeds 2%
- Drinking fountain shows rust



Photo 6

- Horizontal gaps greater than ½"
- Cross slopes greater than 2%
- (Typical at walkway along park path)



Photo 7

- Ramp creates a cross slope exceeding 2% along the path-of-travel (measured 10.2%)



Photo 8

- Walkway slope in direction of travel exceeds 5% (measured at 5.7%)



**Photo 9**

- Curb ramp missing detectable warning surface
- Curb ramp exceeds 8.33% (measured 10.1%)
- Path-of-travel less than 48" clear (measured 12" clear at ramp)



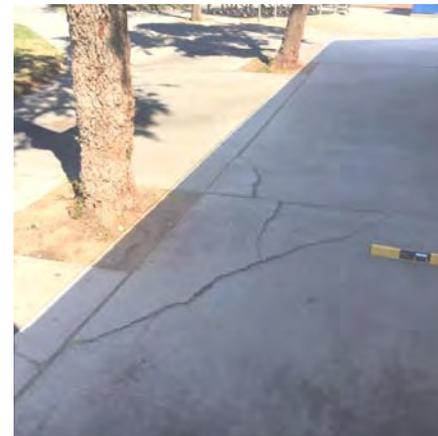
**Photo 10**

- Ramp slope exceeds 8.33% (measured 9.3%)
- No handrails at ramp
- Bottom landing is not a stable surface such as concrete, asphalt, or pavers
- Play ground surface is not accessible



**Photo 11**

- Horizontal gaps greater than ½"
- Vertical change in elevation greater than ¼"
- (Typical at walkway along park path)



**Photo 12**

- Horizontal gaps greater than ½"
- Vertical change in elevation greater than ¼"
- (Broken concrete walk at tree roots)



**Photo 13**

- Horizontal gaps greater than ½"
- Vertical change in elevation greater than ¼"



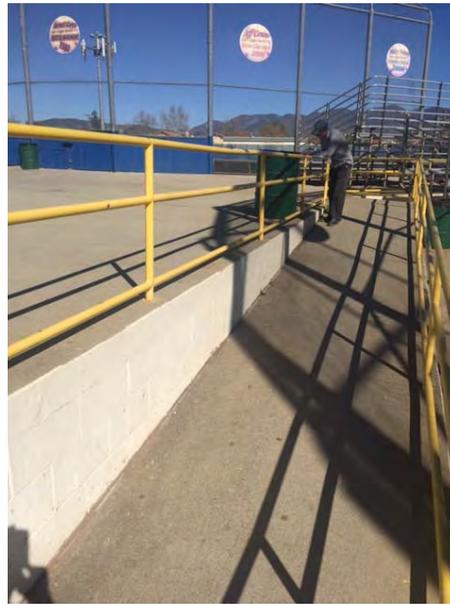
**Photo 14**

- Walk in direction of travel to picnic shelter exceeds 5% (measured 10.8%)



**Photo 15**

- Top of handrail must be between 34" and 38" above finished surface (Measured 33")
- Guardrail with 4" maximum openings required where finished surface is greater than 30" above adjacent surface



**Photo 16**

- Ramp slope exceeds 8.33% (measured 9.3%)
- No groove line at top of ramp
- Guardrail required where finished surface is greater than 30" above adjacent surface



**Photo 17**

- Top of handrail must be between 34" and 38" AFF. (Measured 33")
- Guardrail required where finished surface is greater than 30" above adjacent surface



**Photo 18**

- Shelf is a protruding object greater than 4" from face of wall



**Photo 19**

- Concession stand counter greater than 34" above fin. Surface (measured 35")
- Stainless steel shelf is a protruding object greater than 4" from face of wall (measured 22")
- Missing room I.D. signage



**Photo 20**

- Missing accessible restroom signage at gate and wall, typical both restrooms
- Bottom of gate within 10" of finished surface is not a smooth surface, typical both restrooms



**Photo 21**

- Lavatory knee clearance at front of lavatory is less than 29" clear (measured 28" clear with top of lavatory at 32")
- Floor approximately 50% worn



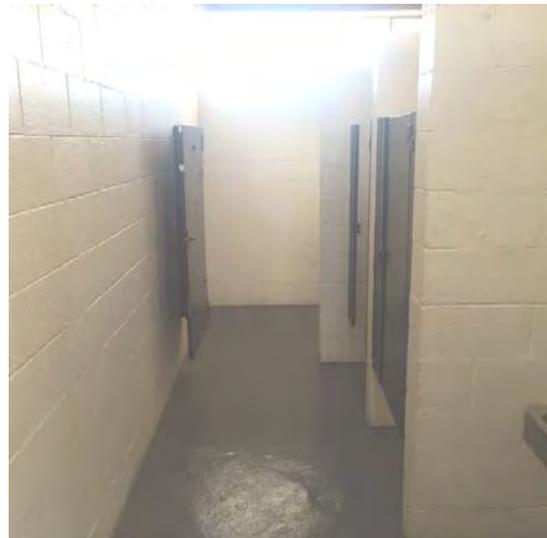
**Photo 22**

- Side grab bar less than 54" from back wall
- Toilet paper dispenser not located below grab bar



**Photo 23**

- Lavatory knee clearance at front of lavatory is less than 29" clear (measured 28" clear with top of lavatory at 32")



**Photo 24**

- Side grab bar less than 54" from back wall
- Toilet paper dispenser not located below grab bar

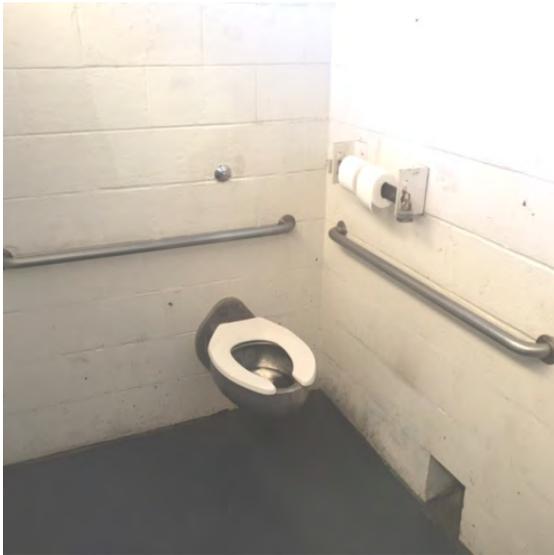


Photo 25

- Side grab bar less than 54" from back wall
- Toilet paper dispenser not located below grab bar



Photo 26

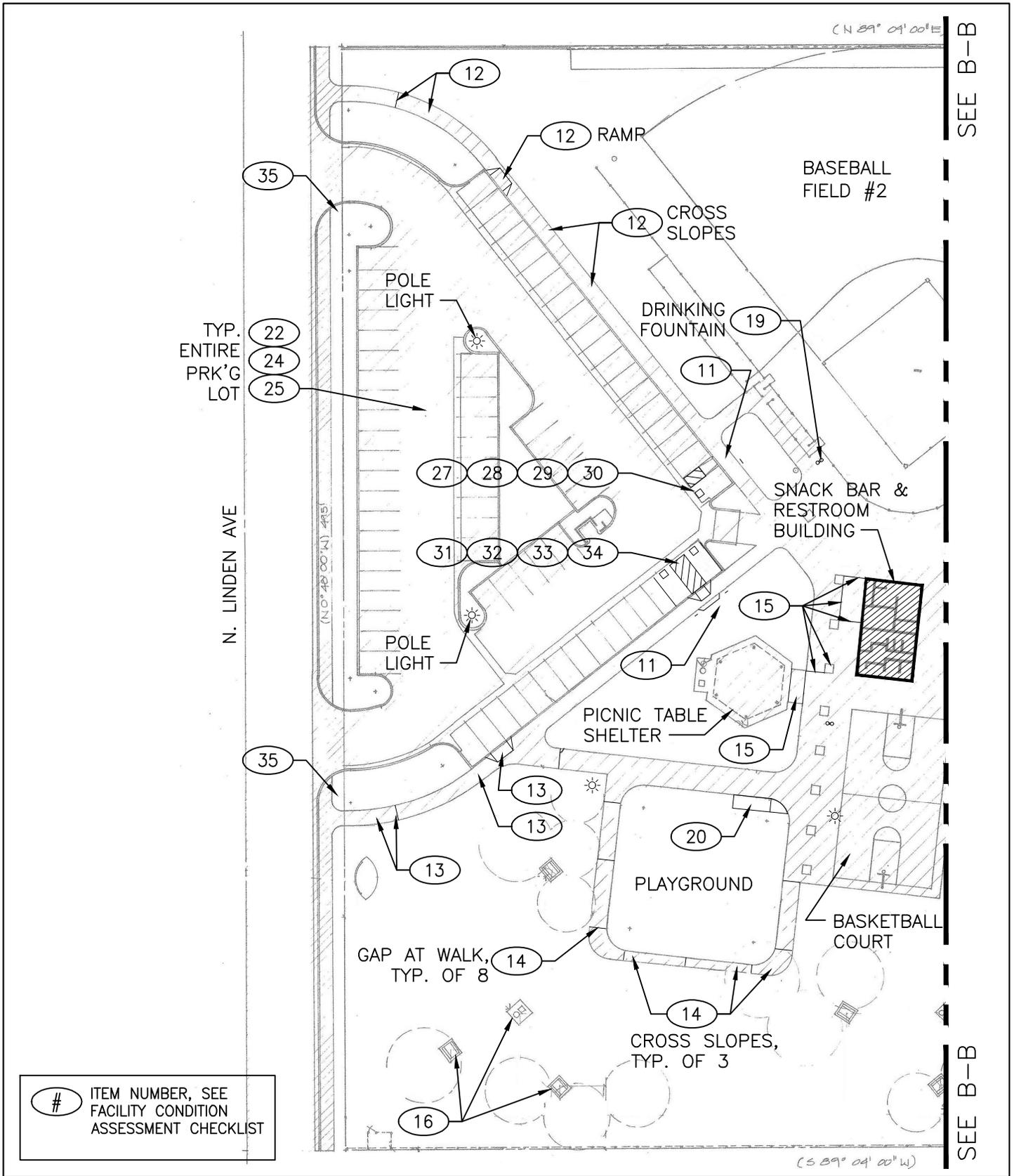
- Double sink is not in an accessible cabinet



<b>PROJECT TITLE:</b> CITY OF RIALTO – BIRDSALL PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 2601 N. LINDEN AVE RIALTO, CA 92377	<b>SCALE:</b> 1"=1000'-0" <b>DATE:</b> 3/10/16

**DRAWING TITLE:**  
**OVERALL SITE PLAN**

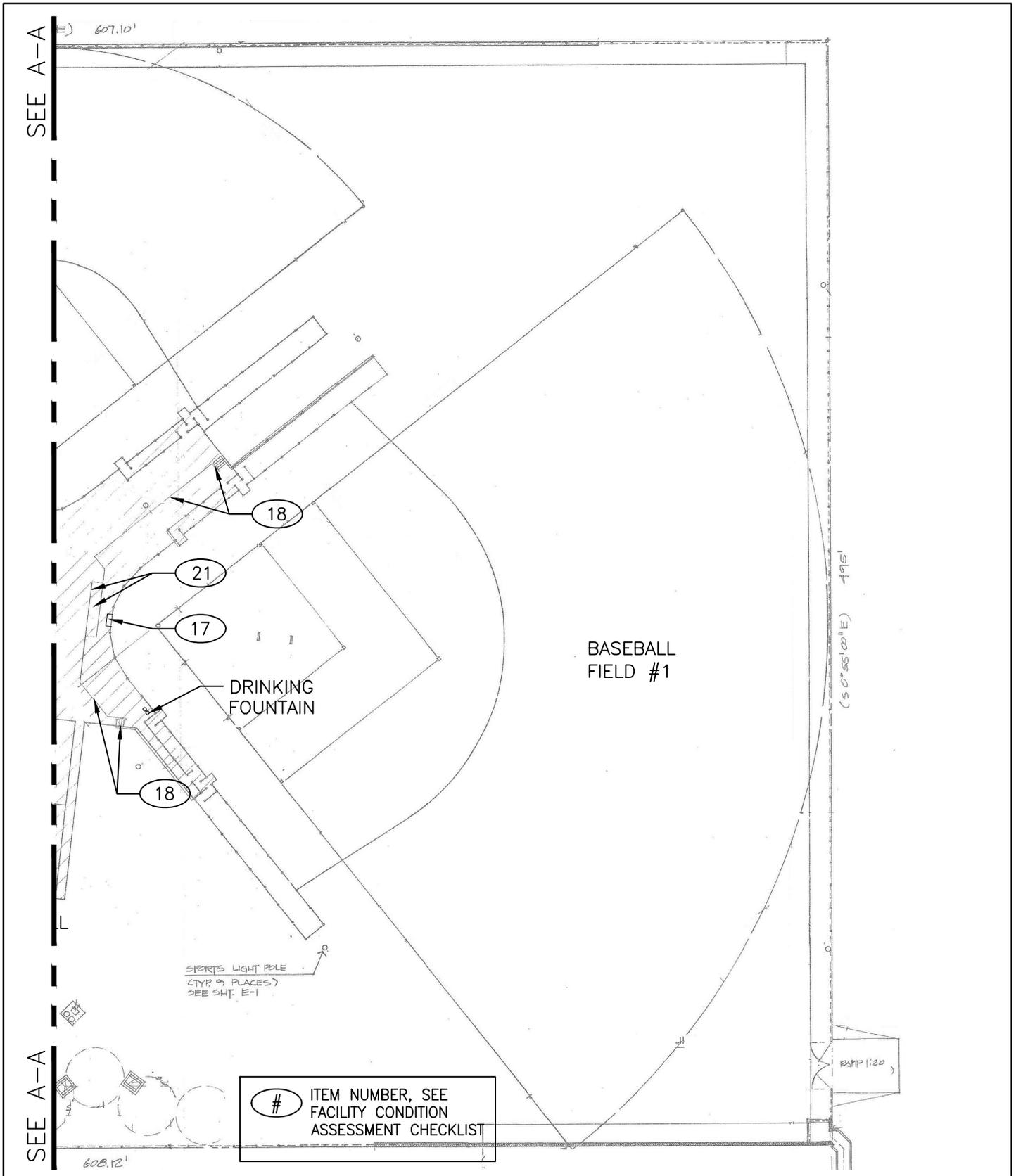
**NORTH**  

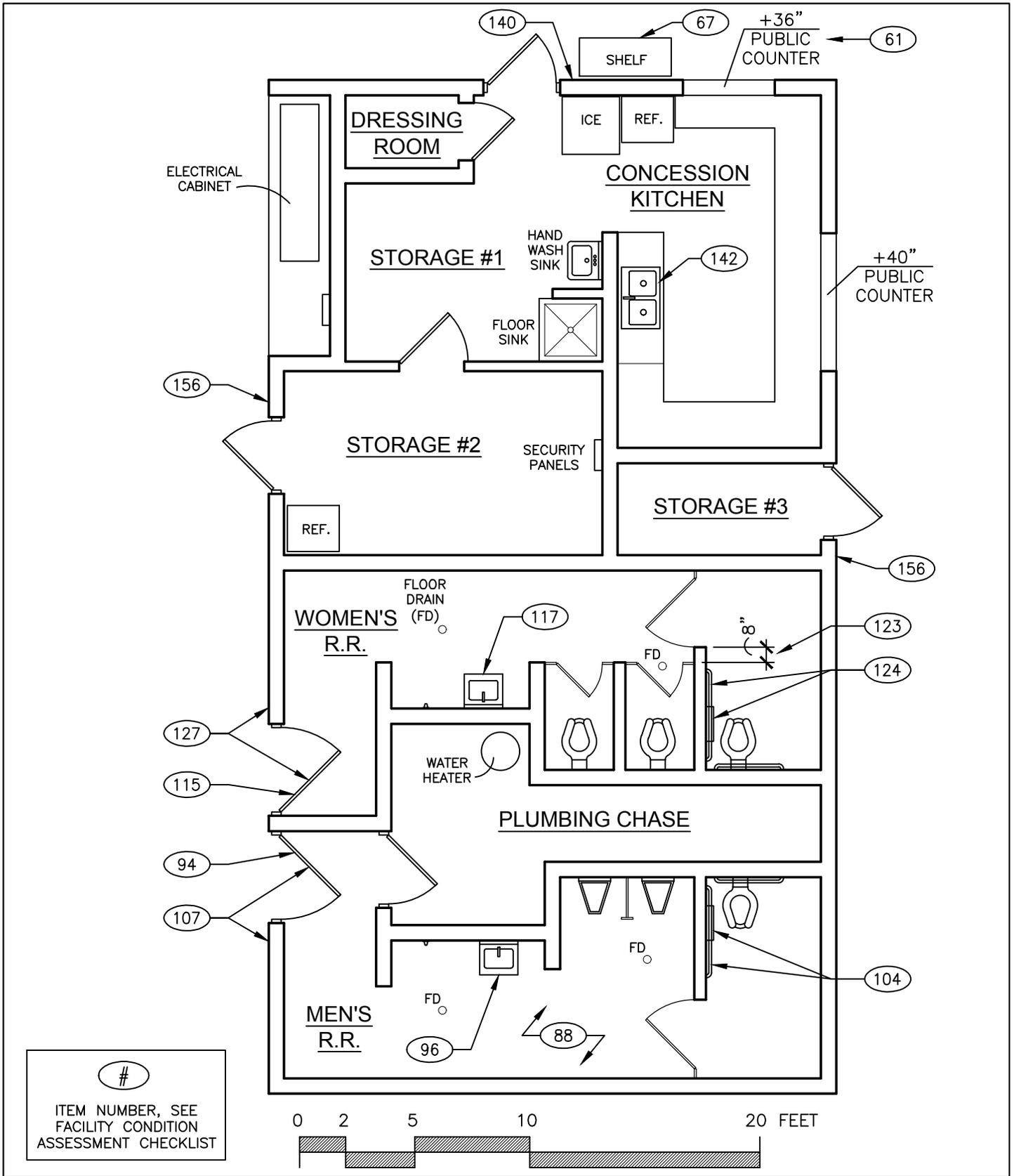
SEE B-B

SEE B-B

<b>PROJECT TITLE:</b> CITY OF RIALTO – BIRDSALL PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <h1>SITE KEY PLAN: A-A</h1> WEST PARKING AREA AND PUBLIC BUILDINGS		NORTH 
<b>PROJECT LOCATION:</b> 2601 N. LINDEN AVE RIALTO, CA 92377	<b>SCALE:</b> 1"=600'-0"			
	<b>DATE:</b> 3/10/16			



<b>PROJECT TITLE:</b> CITY OF RIALTO – BIRDSALL PARK FACILITY CONDITION ASSESSMENT CHECKLIST		<b>DRAWING TITLE:</b> <b>SITE KEY PLAN: B-B</b> EAST BASEBALL FIELD		NORTH 
<b>PROJECT LOCATION:</b> 2601 N. LINDEN AVE RIALTO, CA 92377		<b>SCALE:</b> 1"=600'-0" <b>DATE:</b> 3/10/16		



**PROJECT TITLE:**  
 CITY OF RIALTO – BIRDSALL PARK  
 FACILITY CONDITION ASSESSMENT CHECKLIST

**PROJECT LOCATION:**  
 2601 N. LINDEN AVE  
 RIALTO, CA 92377

**SCALE:** 3/16"=1'-0"

**DATE:** 3/10/16

**DRAWING TITLE:**  
 SNACK BAR & RESTROOM  
 BUILDING FLOOR PLAN

NORTH



## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

CONDITIONS			Evaluation Considerations					Photo Number(s)	City of Rialto	PROBABLE REPAIR COST			
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component						Birdsall Park		Park Name		
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life						2601 N. Linden Ave, Rialto, CA 92376		Address		
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records						16-Feb-16		Survey Date		
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition						James Fortunes, Principal Architect		Surveyor		
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION						Sunny, clear, low-70s		Weather Condition		
ITEM #	ITEMS					5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION	
<b>GENERAL CONDITIONS</b>													
1	<b>Asbestos Report (Yes / No) When?</b>												
2		Asbestos? (Yes / No / Unknown)										Unknown	
3		Where?											
4	<b>Lead Paint Report (Yes / No) When?</b>												
5		Lead Paint? (Yes / No / Unknown)										Unknown	
6		Where?											
7	<b>Termite Report (Yes / No) When?</b>												
8		Termites? (Yes / No / Unknown)										Unknown	
9		Where?											
<b>PART A - PARK AREA</b>													
<b>CIVIL</b>													
10	On-Site Drainage									X			
11	On-Site Signage								X		2, 3	Provide path-of-travel directional signage to accessible restroom	\$1,000
12	On-Site Sidewalks - North side of parking area								X		6, 7	Replace sidewalks w/ non-conforming slopes, changes in level greater than 1/4", and horizontal spaces greater than 1/2".	\$5,000
13	On-Site Sidewalks - South side of parking area								X		8, 9	Replace sidewalks w/ non-conforming slopes, changes in level greater than 1/4", and horizontal spaces greater than 1/2", typical (3) locations.	\$5,000
14	On-Site Sidewalks - At Playground area								X		11	Replace walks w/ non-confirming slopes and horizontal spaces greater than 1/2", typical (10) locations	\$5,000

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.							Visual Inspection Condition		
ITEM #	ITEMS	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
15	On-Site Sidewalks - Between Snack Bar & Restroom Building and Picnic Table Shelter					X		12, 13, 14	Replace walks w/ changes in level greater than 1/4" and horizontal spaces greater than 1/2". Replace walk leading to picnic shelter exceeding 5% slope.	\$5,000	
16	Exterior Furniture					X			Provide accessible path to picnic tables and barbeque grill located at turf area	\$1,000	
17	Backstop at Baseball Field #1					X		18	Shelf at the walkway side of the baseball field is a protruding object greater than 4" from face of wall, recommend remove shelf	\$100	
18	Site Stairs					X		17	Handrails/Guardrails non-compliant, remove and replace	\$9,000	
19	Drinking Fountains					X		5	Drinking Fountain landing next to baseball field #2 over 2% slope	\$500	
20	ADA Ramp at playground					X		10	Replace ramp, install handrails and bottom landing and replace play ground surface with rubber mat.	\$10,000	
21	ADA Ramp to Baseball Field #1					X		15, 16	Ramp exceeds 8.33%, remove and replace. Handrails/Guardrails non-compliant, remove and replace	\$10,000	
	<b>Parking Lot</b>										
22	Parking Lot Drive Aisles Pavement					X			Asphalt paving cracked and worn, recommend repaving entire parking lot	\$10,000	
23	Speed Bumps						X				
24	Parking Lot Spaces Pavement					X			Asphalt paving cracked and worn, recommend repaving entire parking lot	\$20,000	
25	Striping / Pavement Markings					X			Striping and pavement markings worn, recommend restriping entire parking lot along with repaving	\$1,500	
26	Parking Curbs / tire stops		X								
27	ADA Parking Lot Spaces - North side of parking area					X		2	Accessible space less than 18 feet in length, uneven pavement, worn striping/markings. Recommend remove and repave	\$2,500	

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

CONDITIONS			Evaluation Considerations						Photo Number(s)	City of Rialto		PROBABLE REPAIR COST		
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2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available								James Fortunes, Principal Architect			Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.								Sunny, clear, low-70s			Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
28		ADA Access Aisle - North side of parking area					X		2	Curb ramp not allowed in access aisle, missing 12" high 'NO PARKING' text	\$1,000			
29		ADA Ramps - North side of parking area					X		2	Remove ramp in access aisle and install new curb ramp at concrete walk	\$5,000			
30		ADA Parking Stall Signage - North side of parking area					X		2	Install 'Minimum Fine \$250' sign at existing accessible sign post	\$100			
31		ADA Parking Lot Spaces - South side of parking area					X		3, 4	Accessible space less than 18 feet in length, slopes exceed 2%, worn striping/markings. Recommend remove and repave	\$5,000			
32		ADA Access Aisle - South side of parking area					X		3, 4	Slopes exceed 2%, missing 12" high 'NO PARKING' text	\$1,000			
33		ADA Ramps - South side of parking area					X		3, 4	Ramp slope up to 10.8%. Remove and install new ramp with max. 8.33% slope and install Detectable Warning Surface at where ramp meets access aisle.	\$5,000			
34		ADA Parking Stall Signage - South side of parking area					X		3, 4	Both spaces: install 'Minimum Fine \$250' sign. Left accessible space: install 'Van Accessible' signage.	\$300			
35		ADA Tow-Away Signage					X		1	No signage, install new post-mounted sign at entrance to parking lot, typical at 2 locations	\$1,000			
36		Bollards		X										
37		Parking Lot Lighting				X				Recommend adding (3) additional two-headed pole lights to meet the 1 footcandle requirement	\$7,500			
<b>LANDSCAPE - PARK AREA</b>														
38		Irrigation System						X						
39		Lawn Areas		X										

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
40	Landscape Low Vegetation			X									
41	Ground Cover (Mulch, Gravel, etc.)			X									
42	Weeds, presence of?			X									
43	Trees (Proximity to Bldg.)			X									
44	Tree Grates							X					
45	Landscape Structures / Walls							X					
46	Other Amenities							X					
47	Landscape Lighting						X		Recommend adding (4) additional pumpkinhead pole lights at playground area to meet the 1 footcandle requirement	\$4,500			
48	Building Ext. Lighting (in planters type)							X					
<b>SITE UTILITIES - PARK AREA (site utilities not included)</b>													
49	Electrical Service												
50	Water Distribution System												
51	BackFlow Preventer												
52	Hose Bibbs												
53	Fire Water System												
54	Post Indicator Valve												
55	BackFlow Preventer												
56	Gas Distribution												
57	Sewer / Septic System												
58	Exterior Parking Lot Lighting					X			See Item #37 comment above				

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

CONDITIONS		<i>Evaluation Considerations</i>	Photo Number(s)	City of Rialto		PROBABLE REPAIR COST		
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ITEM #	ITEMS	CONDITION		COMMENTS / RECOMMENDED ACTION				
		5	4	3	2	1	N/A	

### PART B - PUBLIC BUILDINGS

#### SNACK BAR & RESTROOM BUILDING - EXTERIOR BUILDING ENVELOPE

Restroom Building													
59	General Appearance			X									
60	Exterior Finish			X									
61	Window Openings / Glazing						X	19	Snack bar public counter exceeds 34" above finished grade. Recommend lowering minimum of 1 public counter.				\$1,000
62	Door openings			X									
63	Vents / Louvers			X									
64	Overhangs / Soffits			X									
65	Arcades / Covered Walkways							X					
66	Exterior Building Lighting							X					
67	Architectural Elements						X	19	Stainless steel shelf near snack bar counter is a protruding object greater than 4" from face of wall, recommend remove and replace shelf				\$500
68	Dampproofing			X									
69	Expansion / Control Joints								X				
70	Sealants								X				
71													
72	<b>Restroom Building - Roofing</b>												
73	Condition Rating			X					Age of Roofing is Unknown				
74	Roofing Membrane			X									

# FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
75	Shingles				X							
76	Flashing				X							
77	Skylights				X							
78	Hatches							X				
79	Equipment Curbs							X				
80	Roof Equipment, See HVAC							X				
81	Vents				X							
82	Roof Drains							X				
83	Gutters / Downspouts							X				
84	Lightning Protection							X				
85	Ponding Water?							X				
86	Known Leakage?							X				
<b>SNACK BAR &amp; RESTROOM BUILDING - INTERIOR SPACES</b>												
	<b>Men's Restroom</b>											
87	Wall Finishes			X								
88	Floor Finishes						X	21, 22	Concrete floor paint is about 40% worn. Consider refinishing.		\$2,500	
89	Ceiling Finishes				X							
90	Light Fixtures				X							
91	Air Grills / Registers				X							
92	Fire Sprinkler Heads							X				
93	Windows / Glazing							X				

# FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

CONDITIONS			Evaluation Considerations						Photo Number(s)	City of Rialto		PROBABLE REPAIR COST	
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component							Birdsall Park			Park Name
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life							2601 N. Linden Ave, Rialto, CA 92376			Address
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records							16-Feb-16			Survey Date
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition							James Fortunes, Principal Architect			Surveyor
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, low-70s			Weather Condition
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
94	Door/Gate						X		20	Gate within 10" of finished surface is not smooth, recommend welding 10" high steel plate at push side of gate and painting entire gate		\$500	
95	Door Hardware							X					
96	Sinks & Faucets							X	21	Knee clearance at lavatory is less than 29" clear, recommend remove and reinstall lavatory.		\$500	
97	Countertops							X					
98	Urinals				X								
99	ADA Toilet				X								
100	Toilets							X					
101	Floor Drain				X								
102	Hose Bibb							X					
103	Toilet Partitions							X					
104	Restroom Accessories						X		22	At ADA toilet, side grab bar less than 54" from rear wall to front of grab bar. Toilet paper dispenser is located above side grab bar. Recommend removing and install new accessories.		\$500	
105	Fire Alarm Components							X					
106	Electrical Outlets							X					
107	Signage						X		20	Door and wall restroom signage missing, install new signage.		\$500	
<b>Women's Restroom</b>													
108	Wall Finishes			X									

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

CONDITIONS			Evaluation Considerations						Photo Number(s)	City of Rialto		PROBABLE REPAIR COST	
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component Expected Service life Maintenance Records Visual Inspection Condition							Birdsall Park			Park Name
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3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years								16-Feb-16			Survey Date
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available								James Fortunes, Principal Architect			Surveyor
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.								Sunny, clear, low-70s			Weather Condition
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
109		Floor Finishes			X								
110		Ceiling Finishes			X								
111		Light Fixtures			X								
112		Air Grills / Registers			X								
113		Fire Sprinkler Heads						X					
114		Windows / Glazing						X					
115		Door/Gate					X		20	Gate within 10" of finished surface is not smooth, recommend welding 10" high steel plate at push side of gate and painting entire gate	\$500		
116		Door Hardware						X					
117		Sinks & Faucets					X		23	Knee clearance at lavatory is less than 29" clear, recommend remove and reinstall lavatory.	\$500		
118		Countertops						X					
119		ADA Toilet			X								
120		Toilets			X								
121		Floor Drain			X								
122		Hose Bibb						X					
123		Toilet Partitions					X		24	Less than 18" clear at strike side of accessible stall door. Recommend remove 1 non-accessible toilet and reconfigure non-accessible toilet to provide 18" clear	\$1,500		
124		Restroom Accessories					X		25	At ADA toilet, side grab bar less than 54" from rear wall to front of grab bar. Toilet paper dispenser is located above side grab bar. Recommend removing and install new accessories.	\$500		

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

CONDITIONS			Evaluation Considerations						Photo Number(s)	City of Rialto		PROBABLE REPAIR COST	
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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.								Sunny, clear, low-70s			Weather Condition
ITEM #	ITEMS	5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
125	Fire Alarm Components						X						
126	Electrical Outlets						X						
127	Signage						X	20	Door and wall restroom signage missing, install new signage.		\$500		
<b>Concessions Kitchen</b>													
128	Wall Finishes			X									
129	Floor Finishes			X									
130	Ceiling Finishes			X									
131	Light Fixtures			X									
132	Air Grills / Registers						X						
133	Fire Sprinkler Heads						X						
134	Windows / Glazing			X									
135	Doors			X									
136	Door Hardware			X									
137	Fire Alarm Components						X						
138	Electrical Outlets						X		Counter top receptacles require GFCI protection. Recommend providing GFCI circuit breakers for counter top circuits.		\$1,500		
139	Tel / Data Outlets						X						
140	Signage						X	19	Missing room I.D. signage to Snack Bar kitchen, install new wall sign		\$200		
141	Countertops			X									
142	Cabinets						X	26	Cabinet at double sink is not accessible, recommend remove and replace sink and cabinet		\$2,000		

# FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
143		Equipment			X							
		<b>Other Spaces</b>										
144		Wall Finishes						X				
145		Floor Finishes			X							
146		Ceiling Finishes						X				
147		Light Fixtures			X							
148		Air Grills / Registers						X				
149		Fire Sprinkler Heads						X				
150		Windows / Glazing						X				
151		Doors			X							
152		Door Hardware						X				
153		Fire Alarm Components						X				
154		Electrical Outlets			X							
155		Tel / Data Outlets						X				
156		Signage						X	Missing room I.D. signage to (2) storage rooms, install new wall sign	\$400		
<b>MECHANICAL SYSTEMS</b>												
157		HVAC Control System						X				
158		Rooftop Package Units (Age, Size)						X				
		<b>Split System (Age, Size)</b>										
159		Condenser Coils						X				

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
160		Fan Coil Units						X				
	<b>Ductwork</b>											
161		Square Ducts						X				
162		Round Ducts						X				
163		Flex Ducts						X				
164		Duct Insulation						X				
165		Diffusers						X				
	<b>Air Compressor (Age, Size)</b>											
166		Piping						X				
167		Valves						X				
	<b>Exhaust Fans (Where)</b>											
168		Intake Grills						X				
169		Ducts						X				
<b>PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>												
170		Water Heater, Tank Type (Age, Size)			X				~5 years, 6 gallons - likely has 5 years at least of remaining service			
171		Water Heater, Tankless Type (Age, Size)						X				
172		Instant Hot Water Heater, Electric						X				
	<b>Water Supply Piping</b>							X				
173		Copper			X				Okay condition, likely to remain functional for 6+ years			
174		Galvanized Steel						X				
175		Recirculating Pump						X				
	<b>Sewer System (Age)</b>							X				

## FACILITY CONDITION ASSESSMENT CHECKLIST - BIRDSALL PARK

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1	CRITICAL	Extremely worn or damaged; replace in next 2 years.							Sunny, clear, low-70s			Weather Condition
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
176		Pipes			X				Condition is fair, no need to replace at this time			
177		To Septic System						X				
178		Date Last Pumped?						X				
179		To Municipal Sewage System			X				Condition is fair, no need to replace at this time			
		<b>Gas System</b>						X				
180		Natural Gas						X				
181		Gas Meter						X				
182		Propane						X				
183		Outdoor Tank					X		Move propane tanks to unoccupied storage shed			
184		Valves, Pipes						X				
<b>ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>												
		<b>Electric</b>										
185		Service Entrance			X							
186		Electric Meter			X							
187		Main Switch Board			X							
188		Main Panel			X							
189		Subpanels			X							
190		Conductors, wires, cables			X							
191		Conduits			X							
192		Outlets			X							
		<b>Telephone</b>										
193		Telephone Board			X							



# ***FACILITY CONDITION ASSESSMENT REPORT***

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**For:**

**City of Rialto  
Andreson Park  
726 S. Lilac Ave  
Rialto, CA 92376**



April 19, 2016

**Prepared by:**

**Willdan Engineering  
13191 Crossroads Pkwy  
Suite 405  
Industry, CA 91746  
(562) 908-6200**

**Joncich Sturm & Associates, Inc.  
370 Crenshaw Blvd  
Suite E104  
Torrance, CA 90503  
(310) 783-5129**



# ***FACILITY CONDITION ASSESSMENT REPORT***

## **City of Rialto – Andreson Park**

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### **Table of Contents**

*Site Location*

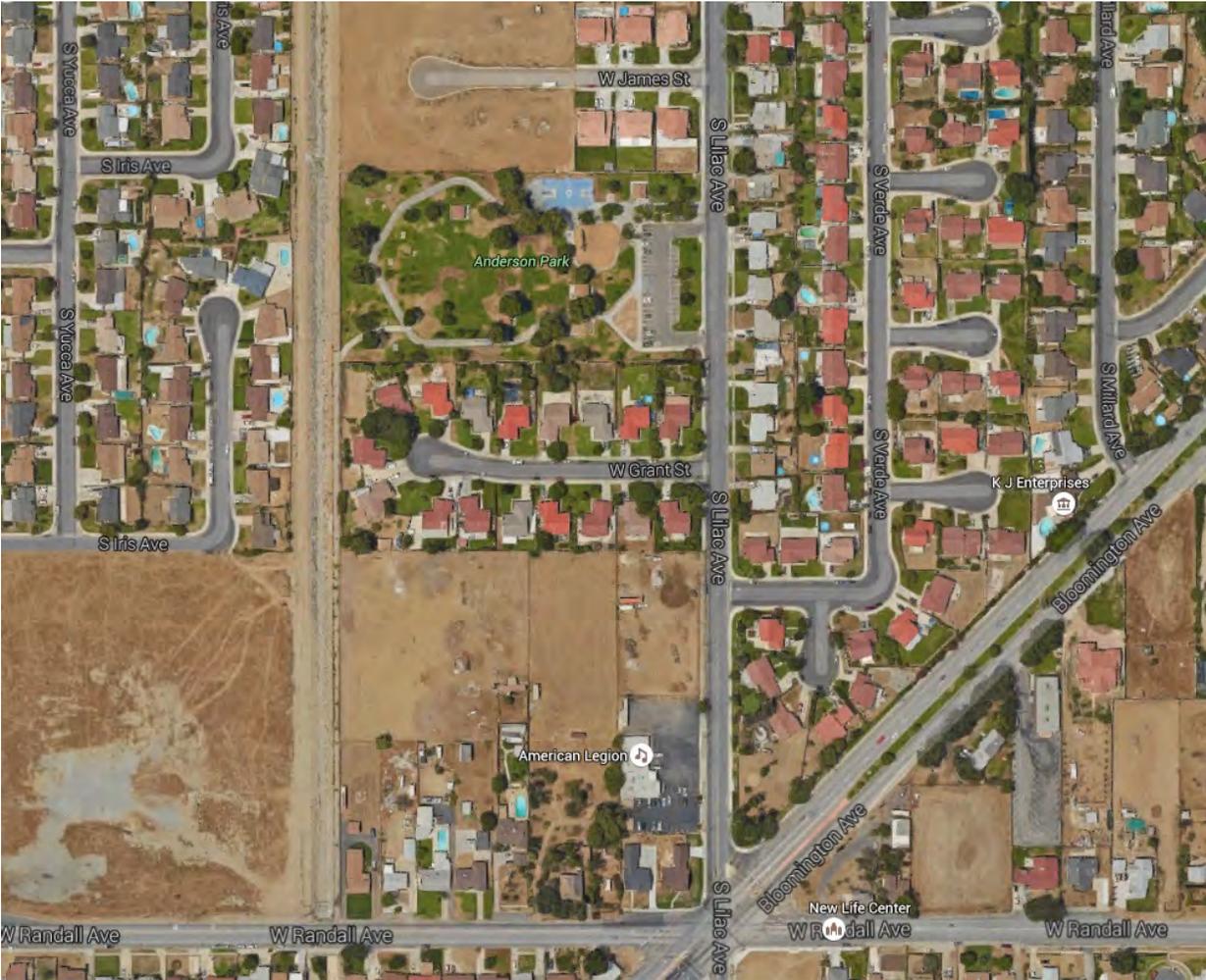
*Executive Summary*

*Deficiency Photographs*

*Plans of Existing Facilities*

*Condition Assessment Report w/  
Cost*

**Site Location:**



## ***Executive Summary – City of Rialto, Andreson Park***

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At the request of the City of Rialto and Willdan, JSA Architecture performed a site visit and assessment of Andreson Park on February 9, 2016 to assess the condition of existing structures and the accessible features of the park. Andreson Park on S. Lilac Avenue in Rialto, CA. The intent of this report is to describe the existing conditions and provide guidance for the mechanical, electrical and plumbing upgrades necessary to comply with current code requirements. Please note these facilities may have been constructed under the building codes at the time of construction, but may not comply with current codes.

The Park consists of a one-story Restroom building and 3 picnic table shade shelters. The restroom building is a one-story concrete masonry unit building with a gabled roof. In addition to the restroom building and shade structure, the park consists of a parking lot, a playground and basketball courts, and 3 open-air picnic table and barbeque areas.

With regard to accessibility, the park has many deficiencies that need to be addressed in order to comply with the Americans with Disabilities Act (ADA) and the California Building Code. In the report, these site accessibility deficiencies are identified in more detail, along with an estimated cost to bring the park into compliance. **This report shall not be construed as an ADA Transition Plan.**

### ***Hazardous Materials***

Asbestos is not known to be present at the facility; however, we recommend the city obtain an asbestos report to confirm that no asbestos is present.

Lead based paint is not known to be present at the facility; however due to the age of the buildings, we recommend the city obtain a lead paint survey to confirm that no lead paint is present.

### ***Mechanical Overview***

The Restroom building does not have mechanical exhaust; it uses natural ventilation to ventilate the space.

### ***Plumbing Overview***

The Restroom Building has stainless steel fixtures which appear to be in good condition. The urinal needs to be relocated to meet ADA requirements. The plumbing chase shows evidence of plumbing leak or leaks and should be repaired as soon as possible.

## ***Condition Report***

The building is in fair condition considering their age, but will need to be renovated to extend their useful service life. The site in general is in fairly good shape but in need of ADA improvements, principally the path of travel. The parking lot is fairly new and has adequate lighting.

The restroom building has differed maintenance issues which should be addressed to make the buildings operate in optimal condition. The ADA accessibility assessment revealed numerous deficiency items will be described in more detail in the report. A few of the deficient items include improper slopes along the path of travel, inadequate signage, incorrect accessible parking stalls, and inaccessible restrooms accessories. The parking lots needs to be regraded at the accessible parking stalls so as not to exceed maximum allowable slopes.

**Anticipated repair costs: \$118,700.00**

## DEFICIENCY PHOTOGRAPHS – ANDRESON PARK



Photo 1

-No tow-away sign at entrance to parking lot



Photo 2

-Accessible parking and access aisles less than 18 feet in length (measured 17 feet)  
-Left accessible parking space missing 'VAN ACCESSIBLE' sign  
-Both accessible parking spaces missing 'MINIMUM FINE \$250' signs  
-Access Aisle missing 12" high 'NO PARKING'



Photo 3

-Curb ramp missing detectable warning surface  
-Curb ramp exceeds 8.33% (measured 11.2%)  
-Accessible parking and access aisle slopes exceed 2% (measured up to 5.8% near curb)



Photo 4

-Horizontal gaps greater than 1/2"  
-Vertical change in elevation greater than 1/4"  
(Typical at walkway from South Lilac Avenue to Basketball Court)



Photo 5

- Horizontal gaps greater than  $\frac{1}{2}$ "
  - Vertical change in elevation greater than  $\frac{1}{4}$ "
- (Typical at walkway from South Lilac Avenue to Basketball Court)



Photo 6

- Vertical change in elevation greater than  $\frac{1}{4}$ "
- (Steel plates at walkway between South Lilac Avenue and restroom building)



Photo 7

- Ramp slope exceeds 8.33% (measured 9.2%)
- No handrails at ramp
- Bottom landing is not a stable surface such as concrete, asphalt, or pavers



Photo 8

- No accessible path to picnic table shelter



Photo 9

-No accessible path to picnic tables and barbeque



Photo 10

-Horizontal gaps greater than ½”  
-Vertical change in elevation greater than ¼”  
(Typical at two locations along park path)



Photo 11

-Cross slope exceeds 2% (measured 8.5%)  
-Vertical change in elevation greater than ¼”  
(Broken concrete walk at tree roots)



Photo 12

-No accessible ramp to stage area  
-Handrail extensions missing at bottom riser



Photo 13

-Termite damage and/or dry rot at restroom building beam ends



Photo 14

-Missing accessible restroom signage at door and wall  
-Gate within 10 inches of finished surface does not have a smooth surface (see Photo 18)



Photo 15

-Width of accessible stall less than 60" clear (measured 58.5")  
-Floor drain change in elevation greater than ¼"  
-Slope to drain exceeds 2%  
-Rear grab bar less than 36" in length (measured as 30")  
-Toilet paper dispenser not located below grab bar

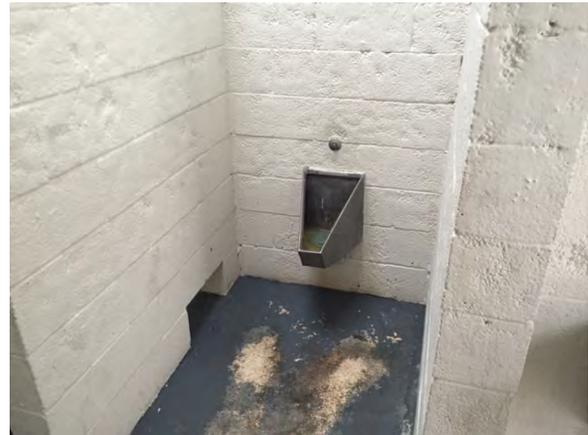


Photo 16

-Lip of urinal exceeds 17" above floor (measured 19")



**Photo 17**

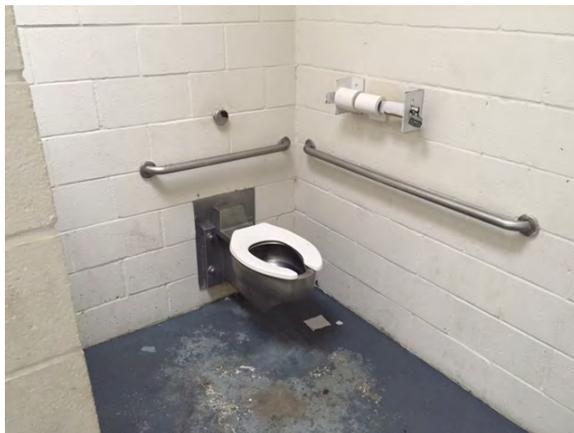
*-No insulation at pipes below lavatory*



**Photo 18**

*-Missing accessible restroom signage at door and wall*

*-Gate within 10 inches of finished surface does not have a smooth surface*



**Photo 19**

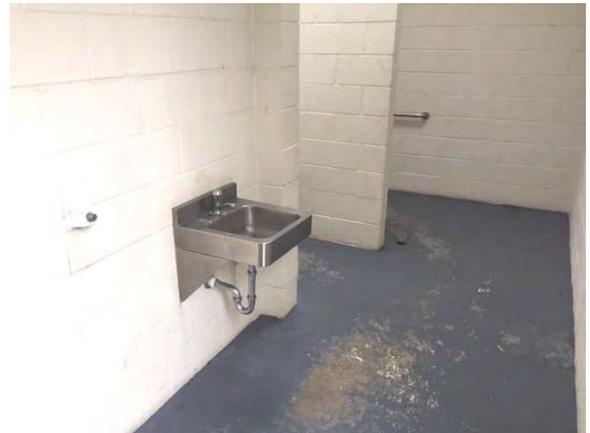
*-Width of accessible stall less than 60" clear (measured 58.5")*

*-Floor drain change in elevation greater than 1/4"*

*-Slope to drain exceeds 2%*

*-Rear grab bar less than 36" in length (measured as 30")*

*-Toilet paper dispenser not located below grab bar*



**Photo 20**

*-No insulation at pipes below lavatory*



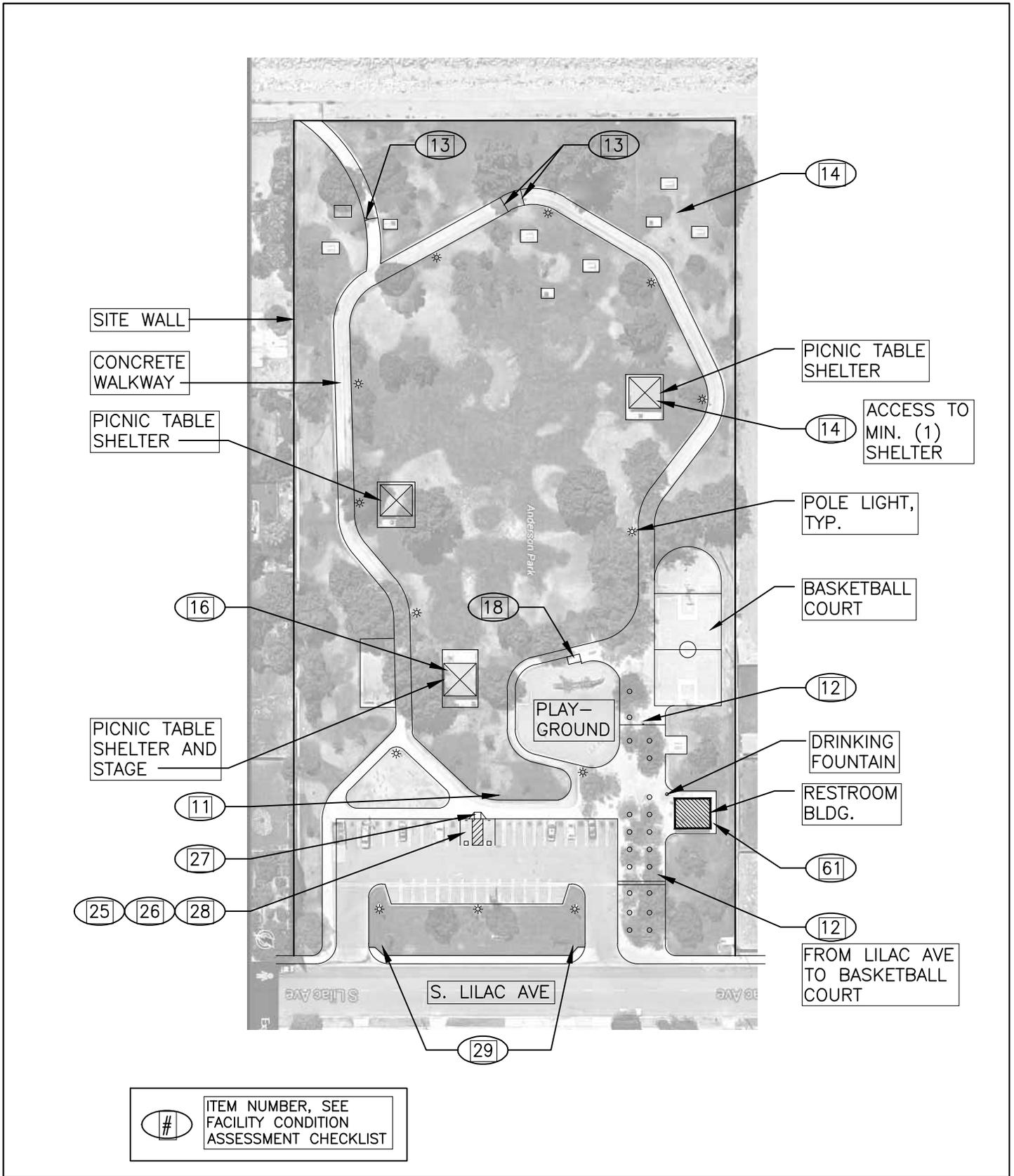
Photo 21

*-Leaking pipes at plumbing chase serving Men's restroom*

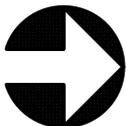


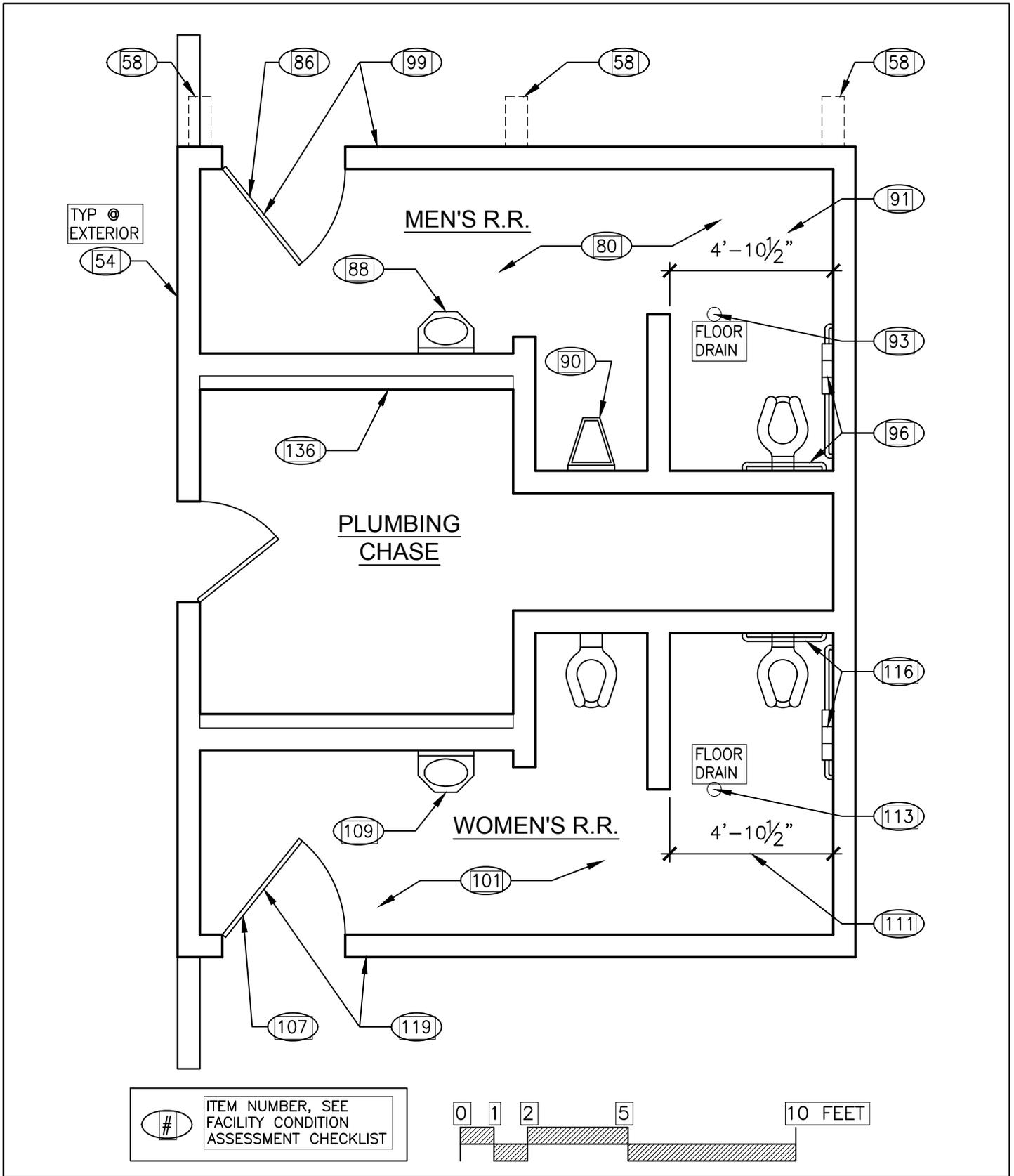
Photo 22

*-Electrical at plumbing chase, no issues to report*



<b>PROJECT TITLE:</b>	
CITY OF RIALTO - ANDRESON PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b>	<b>SCALE:</b> 1" = 1000' - 0"
726 S. LILAC AVE RIALTO, CA 92376	<b>DATE:</b> 3/3/16

<b>DRAWING TITLE:</b>	<b>NORTH</b>
<b>SITE PLAN</b>	



<b>PROJECT TITLE:</b> CITY OF RIALTO - ANDRESON PARK FACILITY CONDITION ASSESSMENT CHECKLIST	
<b>PROJECT LOCATION:</b> 726 S. LILAC AVE RIALTO, CA 92376	<b>SCALE:</b> 1/4" = 1'-0" <b>DATE:</b> 3/3/16

<b>DRAWING TITLE:</b> RESTROOM BUILDING FLOOR PLAN	<b>NORTH</b> 
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# FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK

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3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records							3-Mar-16	Survey Date				
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition							James Fortunes, Principal Architect	Surveyor				
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION							Sunny, clear, low-70s	Weather Condition				
ITEM #	ITEMS						5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION		
<b>GENERAL CONDITIONS</b>															
1	<b>Asbestos Report (Yes / No) When?</b>														
2	Asbestos? (Yes / No / Unknown)												Unknown		
3	Where?														
4	<b>Lead Paint Report (Yes / No) When?</b>														
5	Lead Paint? (Yes / No / Unknown)												Unknown		
6	Where?														
7	<b>Termite Report (Yes / No) When?</b>												Unknown		
8	Termites? (Yes / No / Unkown)										13		Yes, Recommend repair or beam replacement		
9	Where?												Men's side of restroom roof		
<b>PART A - PARK AREA</b>															
<b>CIVIL - North Park Area</b>															
10	On-Site Drainage											X			
11	On-Site Signage										X		2	Provide path-of-travel directional signage to accessible restroom	\$1,000
12	On-Site Sidewalks - Lilac Ave to Basketball Court										X		4, 5, 6	Replace sidewalks w/ non-conforming slopes, changes in level greater than 1/4", and horizontal spaces greater than 1/2".	\$35,000
13	On-Site Sidewalks - Path around park area								X				10,11	Replace sidewalks w/ non-conforming slopes, changes in level greater than 1/4", and horizontal spaces greater than 1/2", typical (3) locations.	\$5,000
14	Exterior Furniture								X				8, 9	Provide accessible path to picnic tables.	\$5,000
15	Bike Racks											X			
16	Shelter with Stage										X		12	Modify and/or replace handrails, provide ramp to stage area.	\$15,000
17	Drinking Fountains							X					18	Drinking fountain in good condition.	

# FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
18	ADA Ramps						X		7	Replace ramp, install handrails and bottom landing.	\$10,000		
	<b>Parking Lot</b>												
20	Parking Lot Drive Aisles Pavement		X										
21	Speed Bumps							X					
22	Parking Lot Spaces Pavement		X										
23	Striping / Pavement Markings		X										
24	Parking Curbs / tire stops		X										
25	ADA Parking Lot Spaces						X		2, 3	Slopes up to 5.8% near curb, re-pave to 2% max in any direction and re-stripe.	\$5,000		
26	ADA Access Aisle						X		2, 3	Slopes up to 5.8% near curb, re-pave to 2% max in any direction and re-stripe. Add 12" high 'NO PARKING' text at end of aisle.	\$2,500		
27	ADA Ramps						X		3	Ramp slope up to 11.2%. Remove and install new ramp with max. 8.33% slope and install Detectable Warning Surface at where ramp meets access aisle.	\$5,000		
28	ADA Parking Stall Signage						X		2	Both spaces: install 'MINIMUM FINE \$250' sign. Left accessible space: install 'VAN ACCESSIBLE' signage.	\$200		
29	ADA Tow-Away Signage						X		1	No signage, install new post-mounted sign at entrance to parking lot.	\$1,000		
30	Bollards							X					
31	Parking Lot Lighting		X										
<b>LANDSCAPE - NORTH PARK AREA</b>													
32	Irrigation System							X					

# FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK

CONDITIONS			Evaluation Considerations							Photo Number(s)	City of Rialto		PROBABLE REPAIR COST
5	NEW	New or like-new condition; no issues to report; no expected failures; Plan 8 to 10 years	Age of Component								Andreson Park	Park Name	
4	GOOD	Good condition; no reported issues or concerns; consider replacement 6 to 8 years	Expected Service life								726 S. Lilac Ave, Rialto, CA 92376	Address	
3	FAIR	Average wear for building age; not new but no issues to report; replace within 4 to 6 years	Maintenance Records								3-Mar-16	Survey Date	
2	POOR	Worn from use; end of life cycle. Replace within 2 - 4 years when funds are available	Visual Inspection Condition								James Fortunes, Principal Architect	Surveyor	
1	CRITICAL	Extremely worn or damaged; replace in next 2 years.	CONDITION								Sunny, clear, low-70s	Weather Condition	
ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
33		Lawn Areas		X									
34		Landscape Low Vegetation		X									
35		Ground Cover (Mulch, Gravel, etc.)		X									
36		Weeds, presence of?		X									
37		Trees (Proximity to Bldg.)		X									
38		Tree Grates							X				
39		Landscape Structures / Walls							X				
40		Other Amenities							X				
41		Landscape Lighting		X									
42		Building Ext. Lighting (in planters type)							X				
<b>SITE UTILITIES - NORTH PARK AREA (site utilities not included)</b>													
43		Electrical Service											
44		Water Distribution System											
45		BackFlow Preventer											
46		Hose Bibbs											
47		Fire Water System											
48		Post Indicator Valve											
49		BackFlow Preventer											
50		Gas Distribution											
51		Sewer / Septic System											
52		Exterior Parking Lot Lighting		X									

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION			
<b>PART B - PUBLIC BUILDING</b>												
<b>RESTROOM BUILDING - EXTERIOR BUILDING ENVELOPE</b>												
	<b>Restroom Building</b>											
53		General Appearance			X							
54		Exterior Finish				X				CMU walls need to be painted.		\$5,000
55		Window Openings / Glazing							X			
56		Door openings			X							
57		Vents / Louvers			X							
58		Overhangs / Soffits			X				13	Wood beams show termite and/or dry rot damage, recommend replacing (3) exposed beams at Men's side of the building.		\$6,000
59		Arcades / Covered Walkways							X			
60		Exterior Building Lighting							X			
61		Architectural Elements						X		Exterior walk at Men's side of the restroom building exceeds 2% cross slope, recommend remove and replace concrete walk.		\$5,000
62		Dampproofing			X							
63		Expansion / Control Joints							X			
64		Sealants							X			
	<b>Restroom Building - Roofing</b>											
65		Condition Rating			X					Age of Roofing is Unknown		
66		Roofing Membrane			X							
67		Shingles			X							

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
68		Flashing			X								
69		Skylights						X					
70		Hatches						X					
71		Equipment Curbs						X					
72		Roof Equipment, See HVAC						X					
73		Vents			X								
74		Roof Drains						X					
75		Gutters / Downspouts						X					
76		Lightning Protection						X					
77		Ponding Water?						X					
78		Known Leakage?						X					
<b>RESTROOM BUILDING - INTERIOR SPACES</b>													
	<b>Men's Restroom</b>												
79		Wall Finishes		X									
80		Floor Finishes						X	15, 16, 17	Concrete floor paint is about 30% worn. Consider refinishing.		\$2,500	
81		Ceiling Finishes			X								
82		Light Fixtures			X								
83		Air Grills / Registers			X								
84		Fire Sprinkler Heads						X					
85		Windows / Glazing						X					
86		Doors						X		Gate within 10" of finished surface is not smooth. Recommend welding 10" high steel plate at the push side of the bottom of gate and painting entire gate.		\$500	

**FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK**

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
87		Door Hardware						X					
88		Sinks & Faucets						X	17	Pipes below lavatory not insulated for accessibility.			\$100
89		Countertops						X					
90		Urinals						X	16	Urinal installed too high, relocate for accessibility.			\$500
91		ADA Toilet						X	15	Minimum clearance not provided for accessibility. Recommend removing and installing new CMU wall.			\$2,000
92		Toilets						X					
93		Floor Drain						X	15	More than 1/4" change in level and floor slopes over 2%. Recommend leveling floor to be less than 2% and installing floor drain grate flush w/ floor.			\$1,500
94		Hose Bibb						X					
95		Toilet Partitions						X					\$1,500
96		Restroom Accessories						X	15	At ADA toilet, rear grab bar less than 36" in length and toilet paper dispenser too high. Recommend removing and install new accessories.			\$400
97		Fire Alarm Components						X					
98		Electrical Outlets						X					
99		Signage						X		Door and wall restroom signage missing, install new signage.			\$500
<b>Women's Restroom</b>													
100		Wall Finishes		X									
101		Floor Finishes						X	19, 20	Concrete floor paint is about 30% worn. Consider refinishing.			\$2,500
102		Ceiling Finishes			X								
103		Light Fixtures			X								

**FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK**

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
104		Air Grills / Registers			X								
105		Fire Sprinkler Heads						X					
106		Windows / Glazing						X					
107		Doors						X			Gate within 10" of finished surface is not smooth. Recommend welding 10" high steel plate at the push side of the bottom of gate and painting entire gate.	\$500	
108		Door Hardware						X					
109		Sinks & Faucets						X	20		Pipes below lavatory not insulated for accessibility.	\$100	
110		Countertops						X					
111		ADA Toilet						X	19		Minimum clearance not provided for accessibility. Recommend removing and installing new CMU wall.	\$2,000	
112		Toilets			X								
113		Floor Drain						X	15 (sim)		More than 1/4" change in level and floor slopes over 2%. Recommend leveling floor to be less than 2% and installing floor drain grate flush w/ floor.	\$1,500	
114		Hose Bibb						X					
115		Toilet Partitions						X					
116		Restroom Accessories						X	19		At ADA toilet, rear grab bar less than 36" in length and toilet paper dispenser too high. Recommend removing and install new accessories.	\$400	
117		Fire Alarm Components						X					
118		Electrical Outlets						X					
119		Signage						X			Door and wall restroom signage missing, install new signage.	\$500	

# FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION				
<b>Other Spaces</b>													
120		Wall Finishes						X					
121		Floor Finishes			X								
122		Ceiling Finishes						X					
123		Light Fixtures			X								
124		Air Grills / Registers						X					
125		Fire Sprinkler Heads						X					
126		Windows / Glazing						X					
127		Doors			X								
128		Door Hardware						X					
129		Fire Alarm Components						X					
130		Electrical Outlets			X								
131		Tel / Data Outlets						X					
132		Signage						X					
<b>MECHANICAL SYSTEMS (No HVAC system at this site)</b>													
<b>PLUMBING SYSTEMS (See Restrooms for fixture condition)</b>													
133		Water Heater, Tank Type (Age, Size)						X					
134		Water Heater, Tankless Type (Age, Size)						X					
135		Instant Hot Water Heater, Electric						X					
<b>Water Supply Piping</b>													
136		Copper			X				21	Appears to be leaking pipes at plumbing chase. Recommend repairing damaged pipes.		\$1,000	

**FACILITY CONDITION ASSESSMENT CHECKLIST - ANDRESON PARK**

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ITEM #	ITEMS		5	4	3	2	1	N/A	COMMENTS / RECOMMENDED ACTION					
137		Galvanized Steel						X						
138		Recirculating Pump						X						
		<b>Sewer System (Age)</b>												
139		Pipes												
140		To Septic System						X						
141		Date Last Pumped?						X						
142		To Municipal Sewage System						X						
<b>ELECTRICAL SYSTEMS (See Exterior and Rooms for light fixture condition)</b>														
	<b>Electric</b>													
148		Service Entrance		X										
149		Electric Meter		X										
150		Main Switch Board						X						
151		Main Panel		X					22	No issues to report for electrical system				
152		Subpanels		X										
153		Conductors, wires, cables		X										
154		Conduits		X										
155		Outlets						X						
											<b>TOTAL COST</b>	<b>\$118,700</b>		



## Legislation Details (With Text)

File #: 16-718      Version: 1      Name: E.14  
Type: Agenda Item      Status: Agenda Ready  
File created: 10/18/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Request City Council to Issue a Purchase Order to Diamondback Fire & Rescue in the amount of \$28,981.52 for Hydraulic Rescue Equipment.

Sponsors:

Indexes:

Code sections:

Attachments: [Rialto Amkus](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Mat Fratus, Fire Chief

Request City Council to Issue a Purchase Order to Diamondback Fire & Rescue in the amount of \$28,981.52 for Hydraulic Rescue Equipment.

### BACKGROUND:

The Rialto Fire Department frequently responds to automotive accidents including accidents requiring extrication of patients from vehicles. An essential component of extrication is the use of hydraulic rescue equipment. Often referred to as the "Jaws of Life<sup>®</sup>", hydraulic rescue equipment allows for manipulation of high strength metal to allow for timely extrication of an injured person. This request will replace hydraulic rescue equipment that has reached the end of its serviceability.

### ANALYSIS/DISCUSSION:

Powered Rescue Tools has established the acceptable parameters for hydraulic rescue tools used in the fire service. Modern automotive construction techniques and metals require stronger cutting and spreading forces to accomplish the extrication of patients from vehicle entrapment. The Fire Department's current hydraulic rescue equipment does not meet the current National Fire Protection Association (NFPA) standards and is at the end of its service life for maintenance.

This request represents year one of a three-year replacement program for the Fire Department's hydraulic rescue equipment to match service life with fiscal constraint. All of the Fire Department's existing hydraulic extrication equipment is manufactured by Amkus. Five (5) of the Fire Department's existing hydraulic extrication tools can be retrofitted to allow enhanced functionality under the new system. The cost of this retrofit is \$1,540.90 as compared to the \$34,064.65 it would cost to replace

the tools. This net savings of more than \$32,500 is only achievable by purchasing the remainder of the requested hydraulic rescue equipment from the same manufacturer as the current equipment, Amkus.

Amkus provides exclusive distribution of their product to authorized geographically-based regional vendors. Diamondback Fire & Rescue is the only authorized vendor of the requested Amkus product for Southern California. The City has purchased hydraulic rescue equipment from Diamondback Fire & Rescue and has consistently received quality products with good customer service. Maintenance of the Fire Department's existing hydraulic rescue equipment is also performed by Diamondback Fire & Rescue. Warranty and future repairs for the requested hydraulic rescue equipment will be performed onsite at Rialto fire stations through Diamondback Fire & Rescue directly.

**ENVIRONMENTAL IMPACT:**

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. By definition, a Project does not include: The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment according to Section 15378 (b)(4) of the CEQA Guidelines.

**GENERAL PLAN CONSISTENCY:**

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business. This action is also consistent with the following policy:

- 5-3.1: Provide for fire personnel, equipment and fire stations to have adequate and appropriate resources to meet the needs and serve all areas of Rialto.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report.

**FINANCIAL IMPACT:**

The total cost for the requested hydraulic rescue equipment is \$28,981.52 including tax and shipping. Funds are budgeted and available in the General Fund Account No. 010-500-5174-3030.

**LICENSING**

A Business license application and payment of a Business License tax at the Professional Service rate in the amount of \$79 will be paid by the vendor prior to execution of the Purchase Order.

**RECOMMENDATION:**

Staff recommends that City Council Issue a Purchase Order to Diamondback Fire & Rescue in the amount of \$28,981.52 for hydraulic rescue equipment.

# DIAMONDBACK FIRE & RESCUE

PO Box 891266  
Temecula, CA 92589-1266  
Tel: 888-355-9111 \* Fax: 951-303-8836

August 26, 2015

Attn: Craig Hauenstein

## Rialto Fire Department \*\*\* QUOTATION #B160928-2a \*\*\*

<i>QTY</i>	<i>PART NUMBER</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>PRICE EXTENDED</i>
1	320200001000	AMK-24 Spreader with a 24" maximum spread, Mono Couplings and removable tips	\$6,602.93	\$6,602.93
2	391000001010	Extended Reach Tips	446.25	892.50
5	300204461000	Install Mono Coupling on existing AMK-30CX Spreader and four Rams	308.18	1,540.90
1	220200001000	AMK-22 COT Cutter w/rotating handle, Mono Couplings and over 200,000 pounds of cutting force	6,812.93	6,812.93
1	701200FHDD1A	GH2B-MCH Honda, Mini Simo Pump	7,560.00	7,560.00
1	990169070020	Mono Coupler Kit (for 2 ports)	1,064.70	1,064.70
1	8002408383L1	20' Extension Hose w/Mono Couplings both ends, Red	1,087.80	1,087.80
1	8002408383L2	20' Extension Hose w/Mono Couplings both ends, Blue	1,087.80	1,087.80
6	820344000900S	Super Swivels	69.30	0.00
1	Ram Plate	RQJ Ram Plate	170.00	0.00
3	BD-2	Mounting Brackets	225.00	0.00
		<b>Sub-Total</b>		<b>\$26,649.56</b>
		State Sales Tax (8.0%)		2,131.96
		Freight		200.00
		<b>Total</b>		<b>\$28,981.52</b>

Payment Terms: Net 30 Days    Validity: 60 days from above date



Legislation Details (With Text)

File #: 16-722      Version: 1      Name: E.15  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/18/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Adopt Resolution No. 7023 Approving a Billboard Relocation Agreement by the City of Rialto and San Diego Outdoor Advertising, dba General Outdoor Advertising  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: [EXHIBIT A - RESO 07-14 \(VAR 682\)](#)  
[EXHIBIT B - Caltrans Deed](#)  
[EXHIBIT C- Billbord Relocation Agreement](#)  
[EXHIBIT D - Rialto Gateway Sign Relocation](#)  
[EXHIBIT E - Aerial Exhibit of Easement Area](#)  
[Exhibit F - Resolution Billboard Agreement](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Adopt Resolution No. 7023 Approving a Billboard Relocation Agreement by the City of Rialto and San Diego Outdoor Advertising, dba General Outdoor Advertising

**BACKGROUND:**

On May 30, 2007, the City’s Planning Commission adopted Resolution 7-14 approving Variance No. 682 (Exhibit A) to allow the construction of a tri-sided digital display sign (“Freeway Sign”) located adjacent to the eastbound Riverside Avenue exit of the SR-210 freeway. The City issued a permit to construct the *Freeway Sign* in November of 2007; however, the Freeway Sign did not commence construction until late 2010 and became operational in 2011. Because the *Freeway Sign* was permitted and constructed prior to the SR-210’s official completion and designation as a landscaped freeway by Caltrans, the City deems the Freeway Sign a legal non-conforming outdoor advertising sign.

The *Freeway Sign* is currently owned and operated by San Diego Outdoor Advertising, Inc. doing business as General Outdoor Advertising (the “Owner/Operator”). The *Freeway Sign* was constructed on a parcel of land (APN# 0127-023-03) that is currently owned by *Rialto Gateway Display, LLC*. On September 28, 2016, *Rialto Gateway Display, LLC* acquired an adjacent surplus

parcel of land from Caltrans. The Director's Deed conveying the surplus Caltrans property to Rialto Gateway Display is attached hereto as Exhibit B.

The Rialto Gateway Display and Owner/Operator requested permission from the City to relocate its existing *Freeway Sign* onto the property recently acquired from Caltrans. The Owner/Operator drafted and requested to enter into a *Billboard Relocation Agreement* (Exhibit C) with the City that would permit the existing *Freeway Sign* to be reconstructed onto the recently acquired parcel.

#### ANALYSIS/DISCUSSION:

The proposed Billboard Relocation Agreement authorizes the Sign Owner to remove the existing Freeway Sign and reconstruct a new Freeway Sign approximately 100 feet north of the existing Freeway Sign. The new sign would have two advertising faces in a landscape format opposed to the current sign's upright portrait type format. The proposed location of the new Freeway Sign and pictures depicting the current Freeway Sign and the proposed Freeway Sign are attached hereto in Exhibit D.

#### Location of the Sign:

The Relocation Agreement indicates that a new sign would be located approximately 100 feet from the location of the existing Freeway Sign. However, the proposed location of the sign as depicted in Exhibit D may conflict with an easement located on the subject parcel. The easement area is depicted in Exhibit E. The final location of the Sign shall be determined as part of the Precise Plan of Design process.

#### Approvals:

The proposed Billboard Relocation Agreement requires the Owner to apply for Precise Plan of Design and a Variance, where the City could impose certain conditions of approval related to the development. The Owner would also need to apply for a sign permit to construct the sign. The Relocation Agreement also includes provisions to require the Owner to secure a permit to relocate the sign from Caltrans (CCR Section 2427)

#### City Use of Sign:

The proposed Relocation Agreement provides the City with the right to use and display "*public service messages*" on the City reserved panels. Currently the Relocation Agreement provides that the City may change out these *public service messages* up to 6 times per year at no cost to the City. If the City wishes to change out these messages more than six times per year, the City reimburses the Owner's actual costs for these change outs. The Agreement also allows the City to advertise "*public service messages*" on the billboard's main advertising digital displays, not more than one (1) time per month at no cost.

#### Prohibited Advertising:

Currently the Relocation Agreement prohibits the Owner from displaying or advertising any political advertisements, pornography images or any type of "adult" businesses, including any nightclubs or bars that may feature full or partial nudity. The City Council should discuss and include any other types of advertising it may wish to prohibit, such as tobacco, alcohol, legal or illegal drugs, or religious displays.

#### ENVIRONMENTAL IMPACT:

The Owner/Operator of the billboard sign shall submit various development applications including a

Precise Plan of Design and Variance if applicable. The project to relocate and reconstruct the existing Billboard Sign shall comply with the California Environmental Quality Act (CEQA).

Approval of the Billboard Relocation Agreement is an administrative or fiscal action by the legislative body that will not result in any additional a direct or indirect physical change in the environment than what was already analyzed (Section 15378(b) of the CEQA Guidelines).

GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City's recently adopted General Plan through which the City looks to improve the community. The proposed action to approve a Billboard Relocation Agreement is consistent with the following goals and objectives contained in the General Plan:

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

LEGAL REVIEW:

The City Attorney reviewed and approved the staff report, Billboard Relocation Agreement and Resolution.

FINANCIAL IMPACT:

The City will not incur any expenses or cost related to the construction, maintenance or operation of the Freeway Sign. The City would only incur expenses if it wished to advertise or use the sign in excess of the rights currently provided for in the Agreement.

The Owner/Operator of the Billboard Sign shall be required to apply for and pay for a Business License prior to the execution of Billboard Relocation Agreement.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution (Exhibit F) approving a Billboard Relocation Agreement by the City of Rialto and San Diego Outdoor Advertising, dba General Outdoor Advertising, subject to any additional non-substantive changes, including modifications to the City's right to use the Freeway Sign and types of advertising that may or may not be permitted on the Freeway Sign.

EXHIBIT A

RESOLUTION NO. 07-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA, GRANTING CASA DE BARBERA A VARIANCE FROM SECTION 18.102.060 (J) OF THE RIALTO MUNICIPAL CODE TO ALLOW THE LOCATION AND CONSTRUCTION OF A TRI-SIDED DIGITAL DISPLY SIGN LOCATED AT THE SOUTHWEST CORNER OF RIVERSIDE AVENUE AND SR-210 IN THE C-1 NEIGHBORHOOD COMMERCIAL ZONE.

BE IT RESOLVED by the Planning Commission of the City of Rialto as follows:

SECTION 1. That the Planning Commission hereby determines that Variance No. 682 satisfies the requirements of the Rialto Municipal Code pertaining to the findings which must be made precedent to granting a variance. The findings are as follows:

- 1. **There are exceptional circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same vicinity or district.**

*The intended use of the area is commercial. The size and location of the site renders it unfeasible for development. The use of this site for an off-site sign would allow the property to be utilized by the property owner and for public benefit. The established sign code reflects the intent of having signs for freeway advertisement where there would be minimal impact on the surrounding community.*

- 2. **This variance is necessary for the preservation and enjoyment of a substantial property right of the applicant as possessed by other property owners in the same vicinity and district.**

*The property has a commercial zoning and is surrounded by commercial development and public facilities. This parcel was legally created but is inadequate to support a commercial development of the same nature as the surrounding properties. This property would otherwise be unfeasible for development.*

- 3. **The granting of this variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and district in which the property is located.**

*The proposed sign for this site will meet the design criteria as established by the Economic Development Committee, Planning Commission and Development Review Committee. The sign shall be located on the site such that it meets the requirements of all involved departments and will not encroach into the public right of way.*

EXHIBIT A

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4. **The proposed use and development are consistent with the General Plan and objectives of the zoning ordinance.**

*The development has been reviewed by the City's Economic Development Committee and the City's Planning Division and is consistent with the General Plan and Commercial zoning designations in that area. An increase in permitted sign size will not change consistency with respect to developments allowed under the General Plan or Zoning designations.*

5. **The site for the proposed use is adequate in size, shape, topography, accessibility and other physical characteristics to accommodate the proposed use and development in a manner compatible with existing land uses.**

*This site is adequate to accommodate the proposed sign. Access to the site has been granted from an adjoining property. The site is adjacent to SR-210 and is an appropriate location for a freeway oriented digital display sign.*

6. **The development site has adequate access to those utilities and other services required for the proposed use.**

*There is adequate access to the site for the purpose of utility connection. Electricity for the sign and water for the landscaping will both be provided.*

7. **The proposed use will be arranged, designed, constructed and maintained so as to be compatible with the character of the area as intended by the General Plan.**

*The existing development has been reviewed by the City's Economic Development Committee and the Planning Division to assure compatibility with the surrounding area. The increase in sign size would not constitute an inconsistency with the general area.*

8. **Potential adverse effects upon the surrounding properties will be minimized to the extent practical and any remaining adverse effects are justified by the benefit conferred upon the neighborhood or community as a whole.**

*Granting this variance will not confer upon the area adverse effects. The sign will meet design requirements established by the City and will set the standard for signage at the other three on and off ramps of the SR 210 freeway. The environmental review shows that any impact would be at a level of less than significant. The proposed sign also provides for civic advertisement and emergency use of the sign.*

9. **This variance shall be in harmony with the general purpose and intent of Section 18.102 of the Rialto Municipal Code.**

*The intent of Section 18.102 of the Rialto Municipal Code is to guide the development of signage in the City and its purpose is to enhance and improve the appearance of the City through sound signing practices. Granting this variance*

EXHIBIT A

1                    *would remain in harmony with the intent of the sign code and would allow the sign*  
2                    *to be developed appropriately.*

3                    SECTION 2. That Casa de Barbera is hereby granted a variance from Section 18.102.060  
4 (J) of the Rialto Municipal Code to allow an off-site sign in the Neighborhood Commercial zone.

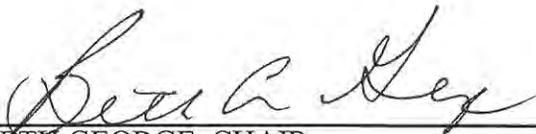
5                    SECTION 3. That this request is statutorily exempt from CEQA requirements and a  
6 Notice of Exemption has been prepared.

7                    SECTION 4. That this Variance No. 682 is granted to Casa de Barbera, subject to the  
8 following conditions:

- 9                    1. The final locations of the monument sign shall be reviewed and approved by the
- 10                    Planning Division through the Precise Plan of Design. Approval of a Precise Plan of
- 11                    Design is required prior to issuance of any permits.
- 12                    2. The maximum sign area shall not exceed the sizes as indicated on the plans
- 13                    submitted to the Planning Division on April 21, 2007.
- 14                    3. A City Business License must be obtained as part of the Certificate of Occupancy
- 15                    process.
- 16                    4. A Certificate of Occupancy must be issued prior to display of advertising.
- 17                    5. Approval of this variance is conditional upon the privileges granted herein being
- 18                    utilized within one (1) year from the effective date of the approval of this variance.

19                    SECTION 5. The Chairman of the Planning Commission shall sign the passage and  
20 adoption of this resolution and thereupon the same shall take effect and be in force.

21 PASSED, APPROVED AND ADOPTED this 30th day of May, 2007.

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25 BETH GEORGE, CHAIR  
26 CITY OF RIALTO PLANNING COMMISSION  
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28

# EXHIBIT B

## DEPARTMENT OF TRANSPORTATION

District 08  
464 W. 4th Street, 6th Floor-  
SAN BERNARDINO, CA 92401-1400  
TDD (909) 383-6300



Sept. 28, 2016  
File # 08-SBd-210-18.69  
DD0A5679-03-02

Rialto Gateway Display, LLC  
Attn: Mr. Tim Lynch  
632 S. Hope Avenue  
Ontario, CA 91761-1823

Dear Mr. Lynch:

Enclosed is the original recorded deed for the Caltrans excess land parcel along the 210 freeway in Rialto that you have purchased from Caltrans.

If I can be of further assistance or if you have any questions, you may call me at the number below, or by e-mail at [John\\_Hotchkiss@dot.ca.gov](mailto:John_Hotchkiss@dot.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "John Hotchkiss".

John Hotchkiss, Right of Way Agent  
Caltrans San Bernardino Office  
Excess Land Sales  
909 381 2972

Mailing Address:  
California Dept. of Transportation  
Attn: R/W Excess  
464 W. 4th Street 6th floor  
San Bernardino, CA 92401

RECEIVED

OCT 04 2016

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

EXHIBIT B

Recorded in Official Records, County of San Bernardino

9/28/2016  
10:28 AM  
NP  
SAN

*John Hotchkiss*

RECORDED AT REQUEST OF  
AND MAIL TO

Department of Transportation  
Excess Land Manager  
464 W. 4th Street, 8th Floor  
San Bernardino, CA 92401



**BOB DUTTON**  
ASSESSOR - RECORDER - CLERK

P Counter

Doc#: 2016-0402546

Titles: 1 Pages: 9



Fees 76.00  
Taxes 170.50  
Other 0.00  
PAID \$246.50

*attn: John Hotchkiss*

Space above this line for Recorder's Use

**DIRECTOR'S DEED  
GRANT**

000013

*AUG 17 2016*

*No APN*

District	County	Route	Postmile	Number
08	SBd	210	18.69	DD 0A5679-03-02

The State of California, acting by and through its Director of Transportation, hereinafter called STATE, hereby grants to

Rialto Gateway Display, LLC,

hereinafter called GRANTEE, that real property in the City of RIALTO, County of San Bernardino, State of California, described as follows:

See Exhibit "A" and depicted on Exhibit "B", both attached.

Subject to special assessments if any, restrictions, reservations, and easements of record.

DOCUMENTARY TRANSFER TAX \$ *170.50*

- Computed on full value of property conveyed, or
- Computed on full value less liens & encumbrances remaining thereon at time of sale.

*John Hotchkiss*

Signature of declarant or agent determining tax, firm name

08-SBd-210-PM 18.69-DDA5679-03-02  
(5679-03-02, 5683-01-02, 10779-01-02)

MAIL TAX STATEMENTS TO: Rialto Gateway Display, LLC  
632 S. Hope Ave.  
Ontario, CA 91761

## EXHIBIT B

### EXHIBIT "A"

That portion of Lot 143 according to Map showing Subdivision of Lands belonging to the Semi-Tropic Land and Water Company, in the City of Rialto, County of San Bernardino, State of California, as shown per Plat recorded in Book 6 of Maps, Page 12, in the Office of the County Recorder of said County, described as follows:

**COMMENCING** at the intersection of Easton Avenue with Riverside Avenue, as shown by Parcel Map No. 695, filed in Book 8 of Parcel Maps, Page 31, in the Office of the County Recorder of said County; thence northerly along the centerline of Riverside Avenue, North 00°29'35" West, 371.37 feet; thence at right angles, South 89°30'25" West, 75.46 feet to a point on the westerly right-of-way of said street (half-width of 75.46 feet), said point being the **POINT OF BEGINNING**; thence North 44°29'35" West, 33.04 feet; thence course "A", North 88°29'35" West, 85.74 feet to the beginning of a non-tangent curve concave northerly and having a radius of 1,738.85 feet, to which a radial line bears South 01°30'48" West; thence westerly along said curve through a central angle of 04°58'00", an arc distance of 150.73 feet; thence North 83°46'30" West, 365.75 feet; thence North 84°28'51" West, 0.32 feet to a point on the easterly line of Tract No. 9711, recorded in Book 135 of Maps, Pages 10 and 11, in the Office of the County Recorder of said County, said point being distant North 00°29'30" West, 13.71 feet from the southeast corner of lot 14 of said Tract; thence along said easterly line, South 00°29'30" East, 29.81 feet, to the northwesterly corner of that certain parcel of land described in a Deed to the City of Rialto recorded January 25, 1979 in Book 9608, Page 1497, of Official Records of said County; thence easterly along the northerly boundary of said certain parcel the following 3 courses: (1) South 84°51'03" East, 1.28 feet to the beginning of a curve concave southerly and having a radius of 2,499.79 feet; (2) thence easterly and southeasterly along said curve through a central angle of 8°00'00", an arc distance of 349.04 feet; (3) thence South 76°51'03" East, 149.88 feet to the most northwesterly corner of that certain parcel of land described in Deed to John Kevane, John Helmer, and Warren Oakland recorded August 28, 1974 in Book 8504, Page 1220, Official Records of said County; thence southeasterly along the northerly boundary of last said certain parcel course "B", South 76°51'03" East, 118.46 feet; thence continuing along last said boundary course "C", South 44°58'22" East, 23.65 feet, to said westerly right-of-way; thence northerly along said westerly right-of-way, North 00°29'36" West, 87.16 feet, to the **POINT OF BEGINNING**.

CONTINUE

08-SBd-210-PM 18.69-DD0A5679-03-02  
(5679-03-02, 5683-01-02, 10779-01-02)

# EXHIBIT B

## EXHIBIT "A"

### CONTINUED

There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent state freeway and Riverside Avenue.

The above-described real property is landlocked and without any direct access to the freeway or to any public or private road. The State of California is without obligation or liability to provide access to said real property.

**RESERVING** unto the Grantor, its successors or assigns, an easement for utility purposes, over, under, and across the following portion of the above-described parcel of land lying easterly of the following described line:

**BEGINNING** at a point on above mentioned course "A", said point being North 88°29'35" West, 59.39 feet from the easterly terminus of said course "A"; thence leaving said course "A", South 05°10'43" West, 15.74 feet; thence South 39°49'19" East, 103.48 feet to a point on above mentioned course "B", said point lying distant North 76°51'03" West, 1.76 feet, from the easterly terminus of said course "B"; thence along said course "B" to its easterly terminus; thence along here in above mentioned course "C" to its southerly terminus, being the **POINT OF TERMINATION** of this line.

The distances used in the above description are on the California Coordinate System of 1983, Zone 5. Multiply all distances used in the above description by 1.00008599 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act

Signature

  
Michael Robert P.L.S.

Date: January 20, 2016



08-SBd-210-PM 18.69-DD0A5679-03-02  
(5679-03-02, 5683-01-02, 10779-01-02)

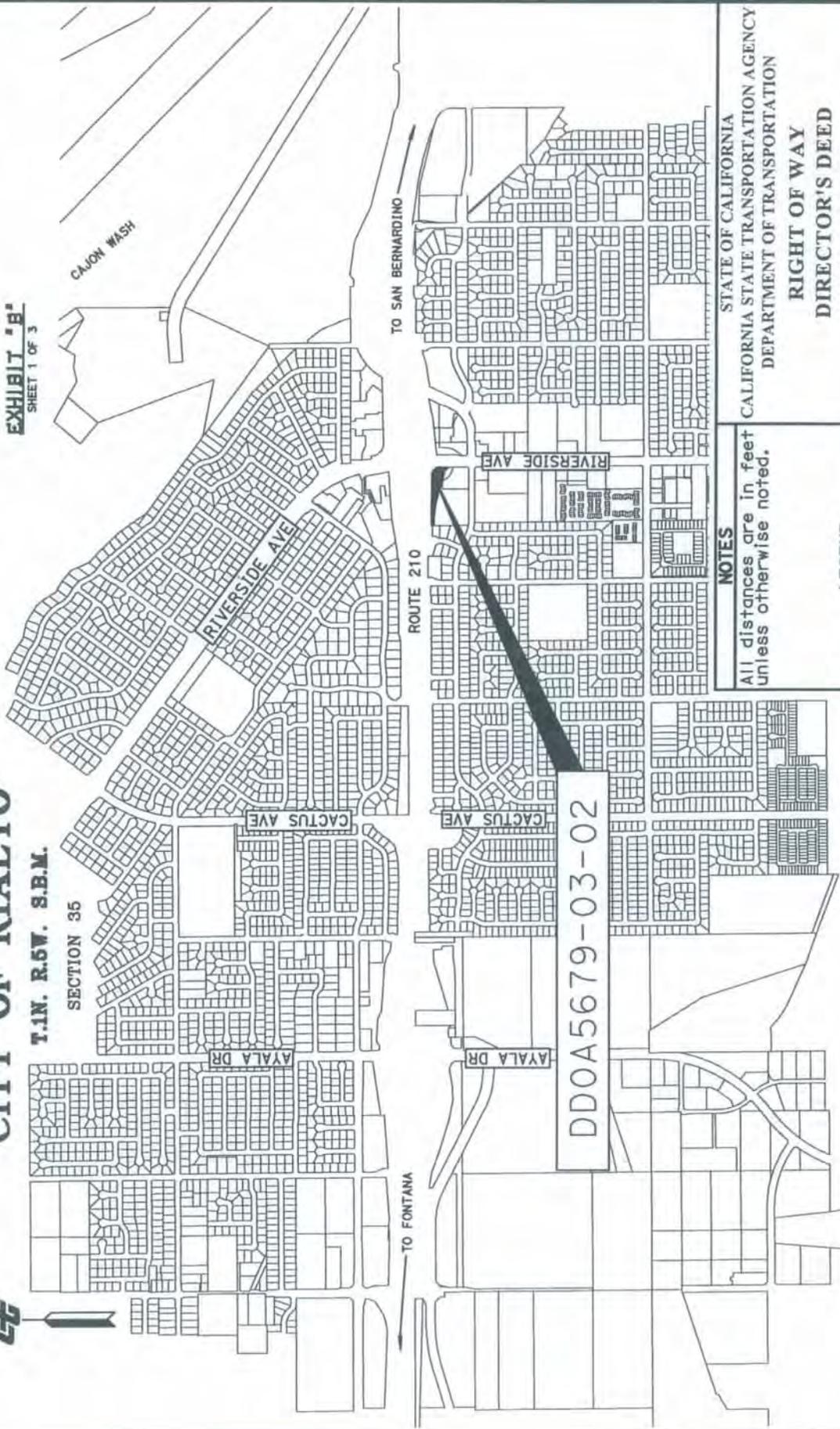
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

**COUNTY OF SAN BERNARDINO  
CITY OF RIALTO**

T.1N. R.5W. S.B.M.

SECTION 35

EXHIBIT "B"  
SHEET 1 OF 3



**NOTES**

All distances are in feet unless otherwise noted.

**LEGEND**

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY  
DIRECTOR'S DEED**  
DD0A5679-03-02  
NOT TO SCALE

REF. INFO. DIST 08 R/W MAP 416542-7

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SHD	210	18.69		3

**COUNTY OF SAN BERNARDINO**  
**CITY OF RIALTO**  
 T.J.W. E.O.V. S.B.M.  
 SECTION 35

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

**EXHIBIT "B"**  
 SHEET 2 OF 3

CL IMP. RTE. 210

Contains 31,231 SQ. FT.

DD0A5679-03-02

CL IMP. EB OFF RAMP

SEE DETAIL

0.32'

CL ALICE AVE

365.75' EXIST R/W

L=349.04'

L=150.73'

149.88'

85.74'

268.34'

75.46'

33.04'

87.16'

371.37'

P.O.B.

P.O.C.

CL IMP. RIVERSIDE AVE

CL EASTON ST

APN10127-023-04  
 CITY OF RIALTO

APN10127-023-02  
 MIDLAND OIL GROUP LLC

APN10127-023-03  
 RIALTO WATERWAY DISPLAY LLC

RESERVATION SEE SHEET 3

RESERVATION SEE SHEET 3

RESERVATION SEE SHEET 3

10779-01-02

5683-01-02

23.65'

118.46'

SEMI TROPIC LAND AND WATER CO 9UB

DETAIL

EXIST R/W

0.32'

NOT TO SCALE

14

23.65'

1.28'

L=349.04'

365.75'

IDENTICAL POINT

CL EASTON ST

REF. INFO. DIST. 08 R/W MAP 416542-7

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

TRACT NO. 97111

M.B. 135/10-

M.B. 6/12

LOT 143

**NOTES**  
 All distances are in feet unless otherwise noted.

**LEGEND**  
 ACCESS CONTROL

DISTRICT COUNTY ROUTE SHEET PM SHEET NO. TOTAL SHEETS  
 08 SHD 210 18-69 2 3

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY  
 DIRECTOR'S DEED  
 DD0A5679-03-02

FEET 0 50 100 200

EXHIBIT B

EXHIBIT "B"

SHEET 3 OF 3

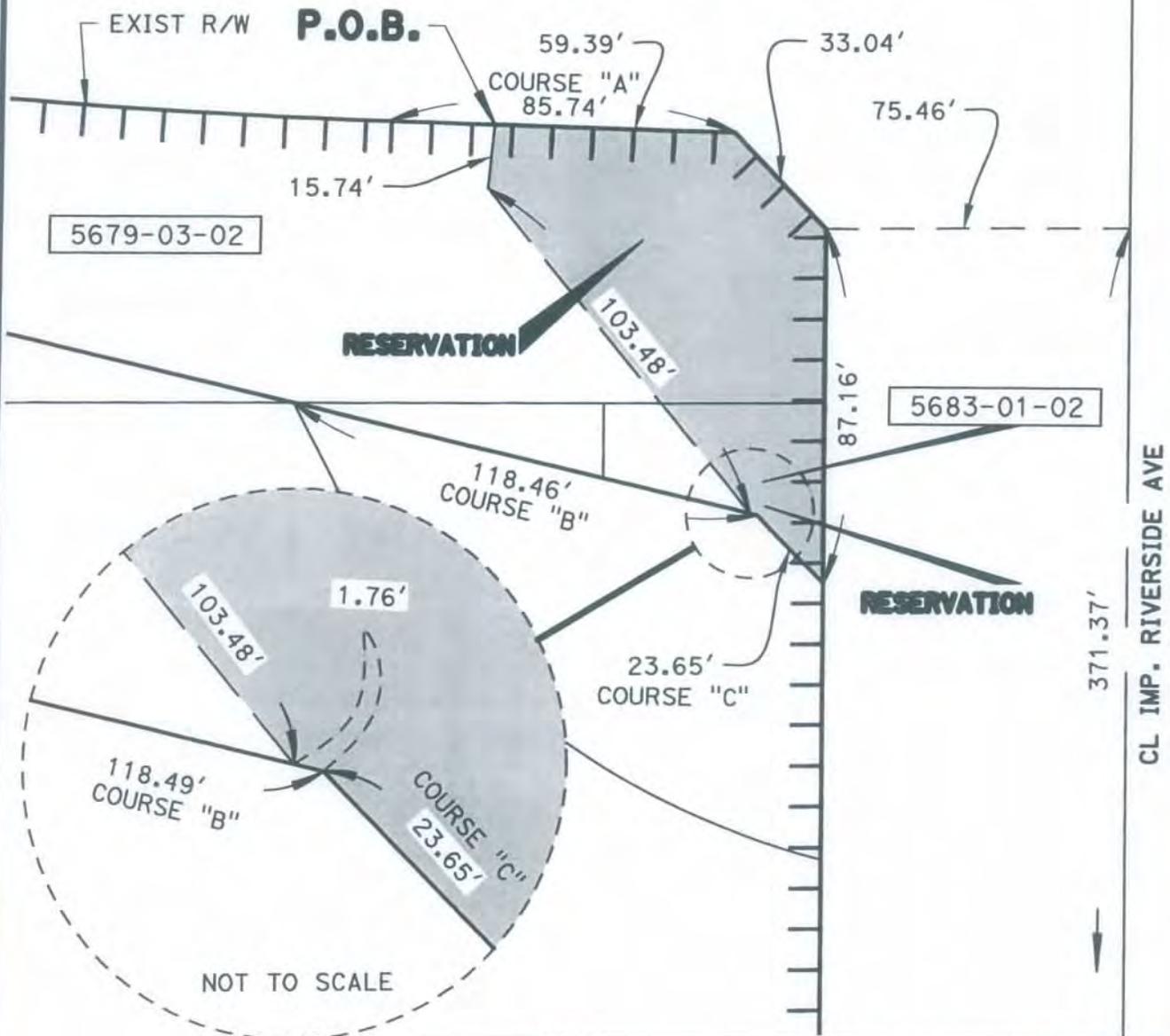
NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



COUNTY OF SAN BERNARDINO

CITY OF RIALTO

T.1N. R.5W. S.B.M. SECTION 35



**NOTES**  
All distances are in feet unless otherwise noted.

**LEGEND**  
[Symbol: Dashed line with tick marks]  
ACCESS CONTROL

STATE OF CALIFORNIA  
CALIFORNIA STATE TRANSPORTATION AGENCY  
DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY**  
**DIRECTOR'S DEED**  
DD0A5679-03-02



REF. INFO. DIST. 08 R/W MAP 416542-7A

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
8	Sbd	210	18.69	3	3

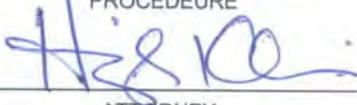
EXHIBIT B

Number
DD 0A5679-03-02

This conveyance is executed pursuant to the authority vested in the Director of Transportation by law and, in particular, by the Streets and Highways Code.

Dated 9/11/2016

APPROVED AS TO FORM AND  
PROCEDURE



ATTORNEY  
DEPARTMENT OF TRANSPORTATION

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By Malcolm Dougherty  
Director of Transportation

By Joseph J. Williams  
Attorney in Fact  
Kathryn C. Williams

THIS IS TO CERTIFY that the California Transportation Commission has authorized the Director of Transportation to execute the foregoing deed at its meeting regularly called and held on the 17th day of August 2016, in the city of San Diego.

Dated this 17th day of August 2016.



SUSAN BRANSEN, Executive Director  
CALIFORNIA TRANSPORTATION COMMISSION

EXHIBIT B

ALL CAPACITY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On SEPTEMBER 2, 2014 before me, THALIA H. MCELROY, NOTARY PUBLIC  
(Date) (Name and title of the officer)

personally appeared JACQUELYN L. WILLIAMS  
(Name of person signing)

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.

Thalia H. McElroy  
Signature of officer

(Seal)



EXHIBIT B

Clarity Copy  
000013 Aug 17, 2016

I hereby certify under penalty of perjury  
that the foregoing is true and correct.

Executed this 15<sup>th</sup> day of Sept, 2016  
at San Bernardino, California

John Astebles  
Signature

## EXHIBIT C

### BILLBOARD RELOCATION AGREEMENT

**THIS BILLBOARD RELOCATION AGREEMENT** (“Agreement”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”), by and between the CITY OF RIALTO, a public body, corporate and politic (“City”), and SAN DIEGO OUTDOOR ADVERTISING, INC. dba GENERAL OUTDOOR ADVERTISING, a California corporation (“Company”). Hereafter City and Company are sometimes referred to as “Party” or collectively as “Parties.”

#### RECITALS

**WHEREAS**, Company owns and operates a legal non-conforming billboard advertising structure within the city limits of City;

**WHEREAS**, Company desires to relocate the existing Billboard incorporating a changeable message digital display;

**WHEREAS**, the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq, encourages local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

**WHEREAS**, the California Outdoor Advertising Act specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

**WHEREAS**, City and Company now wish to enter into an agreement to memorialize the terms and conditions upon which Company will have the right to relocate and reconstruct a certain Billboard.

#### OPERATIVE PROVISIONS

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Term of Agreement. Contingent upon approval by the City per Rialto Municipal Code (“RMC”) Chapter 18.102, which includes a Precise Plan of Design and, if applicable, a variance and unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

2. Billboard Relocation and Reconstruction. Company currently owns one (1) Billboard containing a total of three (3) display panels, comprised of two (2) changeable message panels and one (1) static panel (“Existing Billboard”). The Existing Billboard currently holds the status of a legal non-conforming use as the term is defined by the City Development Code per RMC section 18.102.070. In exchange for the covenants provided in this Agreement, Company shall be authorized to relocate one (1) Existing Billboard to a location approximately **100'** north of the Existing Billboard, as specifically described and depicted in **Exhibit “A,”** attached hereto and incorporated herein by reference (“Relocated Billboard”), subject to securing the above

## EXHIBIT C

approvals from City per RMC section 18.102.070. Company proposes to construct the Relocated Billboard with a two-panel changeable message digital display. Company agrees to place the City Logo above all faces contained on the Relocated Billboard. Such logo shall measure per scale drawings identified in Exhibit “B” and shall be maintained at all times by Company as part of its customary maintenance of the Relocated Billboard. In exchange for and in consideration of City’s Agreement to allow company to relocate the Billboard as provided for in this Agreement, Company shall provide city sponsored Public Service Advertising on the Relocated Billboard (see Section 5).

Costs of Relocation and Operation. All costs for the removal, relocation or installation of Relocated Billboard or to secure or install utilities as well as ongoing utility costs to operate and maintain the Relocated Billboard shall be at Company’s sole cost and Company shall not seek any reimbursement or contribution for such costs from City for any reason whatsoever .

3. Required Approvals. Within sixty (60) days of the approval of this Agreement, Company shall submit a sign permit application(s), to the City Development Services Department for the development of the Relocated Billboard. Company’s ability to construct and install the Relocated Billboard is expressly conditioned upon approval of sign permits by the City. Company shall provide to City the required submittals per RMC Chapter 18.102, including but not limited to, an application for a sign permit and construction drawings reflecting the design detail of the proposed Billboards. Upon receipt of an application for a sign permit submitted pursuant to this Agreement, the City Development Services Department shall review the application to determine whether the design of the proposed Billboard is substantially similar to the conceptual design reflected in **Exhibit “B”** attached hereto and incorporated herein by this reference. City shall issue the requested sign permit if the City Development Services Department Director determines the proposed Billboard substantially conforms to the design reflected in **Exhibit “B”** per RMC Chapter 18.102. Company acknowledges that, in addition to sign permits, Company must obtain building permits from City prior to construction and installation of the Relocated Billboard. Additionally, Company shall secure all necessary approvals from the California Department of Transportation for the Relocated Billboard pursuant to the California Outdoor Advertising Act and implementing regulations, at Title 4 of the California Code of Regulations, including section 2427 thereunder.

4. Promotion of City Events. As consideration for City’s Agreement to allow Company to develop the Relocated Billboard, City shall be entitled to place public service announcements on any such Relocated Billboard, provided, however, that such public service announcements shall be limited to civic public service messages, including those sponsored by private organizations (hereinafter “Public Service Messages”). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. City shall be entitled to display Public Service Messages on the city reserved panels (**see Exhibit B**) on a continuous basis. **Company agrees to change the City’s Public Service Messages up to six (6) times per calendar year at it’s sole expense. City may request additional changes during the calendar year at Company’s actual cost. City shall also be entitled to advertise Public Service Messages, no more than one (1) time per month, upon the Relocated Billboard’s main digital advertising displays, which Company may coordinate with other advertising consistent with Section 7 below.** For all Public Service Messages, City shall be responsible for providing Company with the advertising copy. Company shall not be responsible for producing or

## EXHIBIT C

substantially modifying any advertising copy for a Public Service Message, and shall have twenty-one (21) days after receipt and approval of advertising copy to display the Public Service Message. Company's obligation to provide and display Public Service Messages shall survive termination of this Agreement and shall remain in full force and effect until removal of the Relocated Billboard.

5. Indemnity. Company, as a material part of the consideration to be rendered to City under this Agreement, shall indemnify the City, agents and employees and any successors or assigns to the City's rights under this Agreement (collectively "City Parties") and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the removal of the Existing Billboard or use and maintenance of the Relocated Billboard by Company, its officers, agents and employees (collectively "Company Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of the Company to keep the Relocated Billboard in good condition and repair, (b) the negligent acts or omissions of the Company hereunder, or (c) the Company's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

- a. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold the City and the City Parties harmless therefrom; and
- c. In the event the City Parties are made a party to any action or proceeding filed or prosecuted against the Company Parties for such Indemnified Claims and Liabilities, Company shall pay to the City any and all costs and expenses incurred by the City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Notwithstanding any other provision of this Agreement, Company's indemnification obligations as set forth in this Agreement shall survive the termination of this Agreement and shall continue for a period of five (5) years from the termination thereof. Company and City further acknowledge that Company shall not indemnify the City Parties for any Indemnified Claims and Liabilities caused by or arising out of the sole negligence or willful misconduct of the City Parties.

6. No City Liability for Relocated Billboard. The Parties acknowledge that the Relocated Billboard will be located generally at the southwest corner of Riverside Avenue and 210 Freeway. The Parties agree that, should the California Department of Transportation desire to construct facilities, including, but not limited to, a new freeway interchange, necessitating acquisition of the Relocated Billboard property, City shall not be liable for the cost to remove, relocate, and/or rebuild the Relocated Billboard, nor shall Company be entitled to any compensation from City due to the acts of those third Parties.

## EXHIBIT C

7. Advertising Limitation. Company voluntarily covenants and agrees for itself, its successors and assigns, that any advertising displayed on the Relocated Billboard shall not contain any advertising for adult entertainment or nudity including, but not limited to, topless bars, nightclubs, establishments that feature nude dancing or any adult business featuring retail sales of adult novelty items, books, magazines, videos, or any material that could reasonably be considered pornographic. Additionally the Relocated Sign shall not display any political advertising. City further reserves the right to object to any other advertising that may be considered detrimental to the image of the City. In such cases, City shall inform Company in writing of the offensive advertising and request that it be removed. Company shall endeavor to cooperate with the City in assuring the removal of such advertising when such removal does not breach any existing contract or lease agreement held by Company.

### 8. General Provisions.

a. Assignment. Company may only assign or otherwise transfer this Agreement to any other person, firm, or entity, upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and receipt of the City's written approval of such assignment or transfer by the City Administrator. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

b. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Company:

San Diego Outdoor Advertising, Inc.  
dba General Outdoor Advertising  
632 S. Hope Ave.  
Ontario, CA 91761

With a Copy to:

Ward & Ward, Attorneys at Law  
685 E. Carnegie Dr., Suite 140  
San Bernardino, CA 92408

If to City:

City of Rialto  
Attn: Development Services Director  
150 S. Palm Ave.  
Rialto, CA 92376

With a Copy to:

City of Rialto  
Attn: City Administrator  
150 S. Palm Ave.  
Rialto, CA 92376

Notices shall be deemed effective upon receipt or rejection only.

c. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals

## EXHIBIT C

who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

d. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

e. Attorneys' Fees. In the event of litigation between the Parties arising out of this License, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

f. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

g. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

h. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signatures On Following Page)

EXHIBIT C

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

“CITY”:

CITY OF RIALTO

By: \_\_\_\_\_  
Deborah Robertson, Mayor

ATTEST:

By: \_\_\_\_\_  
Barbara McGee, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Fred Galante, City Attorney

“COMPANY”

SAN DIEGO OUTDOOR ADVERTISING, INC.  
dba GENERAL OUTDOOR ADVERTISING

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT C

EXHIBIT A

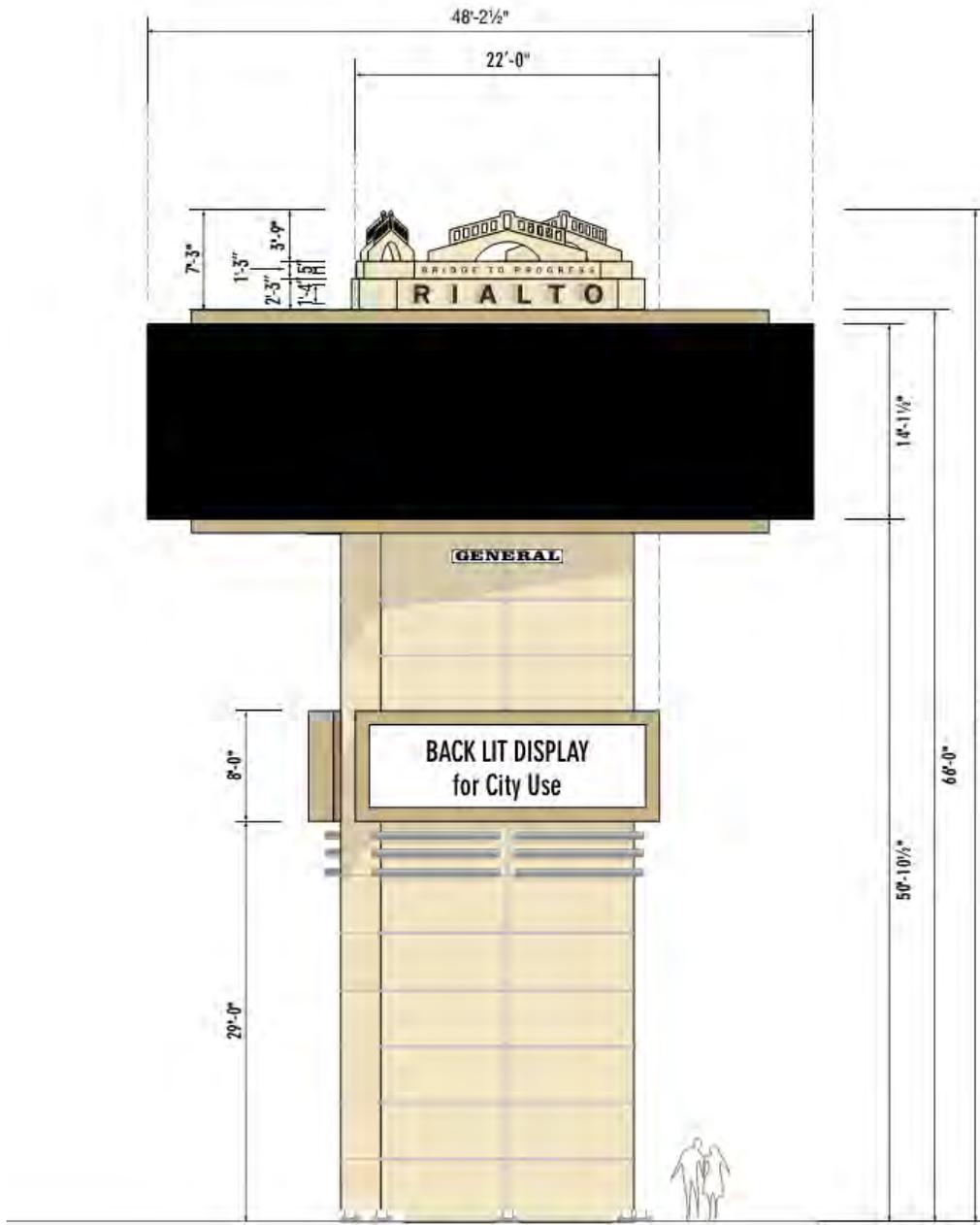
Relocated Billboard



EXHIBIT C

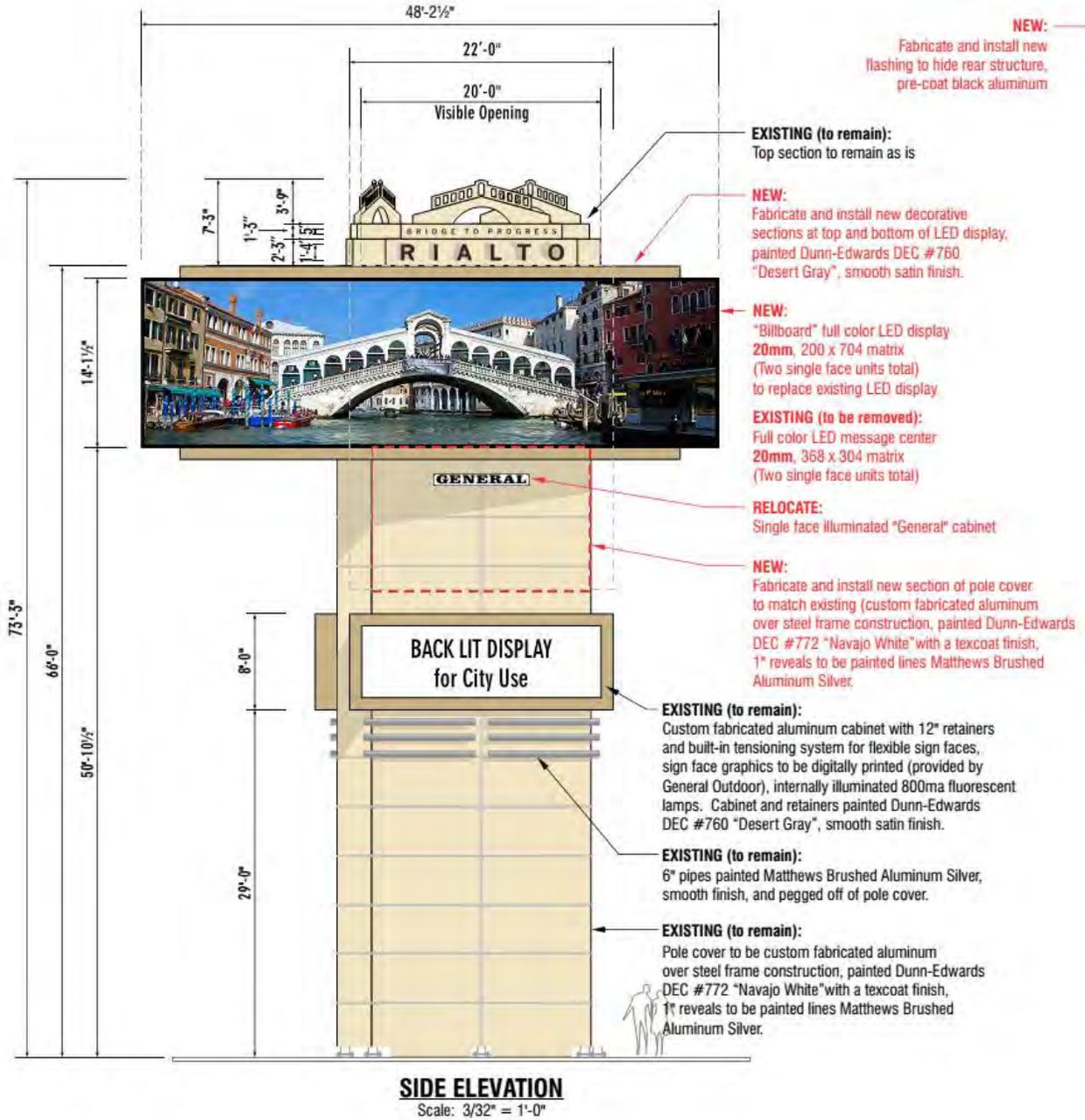
EXHIBIT B

Conceptual Billboard Design



**SIDE ELEVATION**  
Scale: 3/32" = 1'-0"

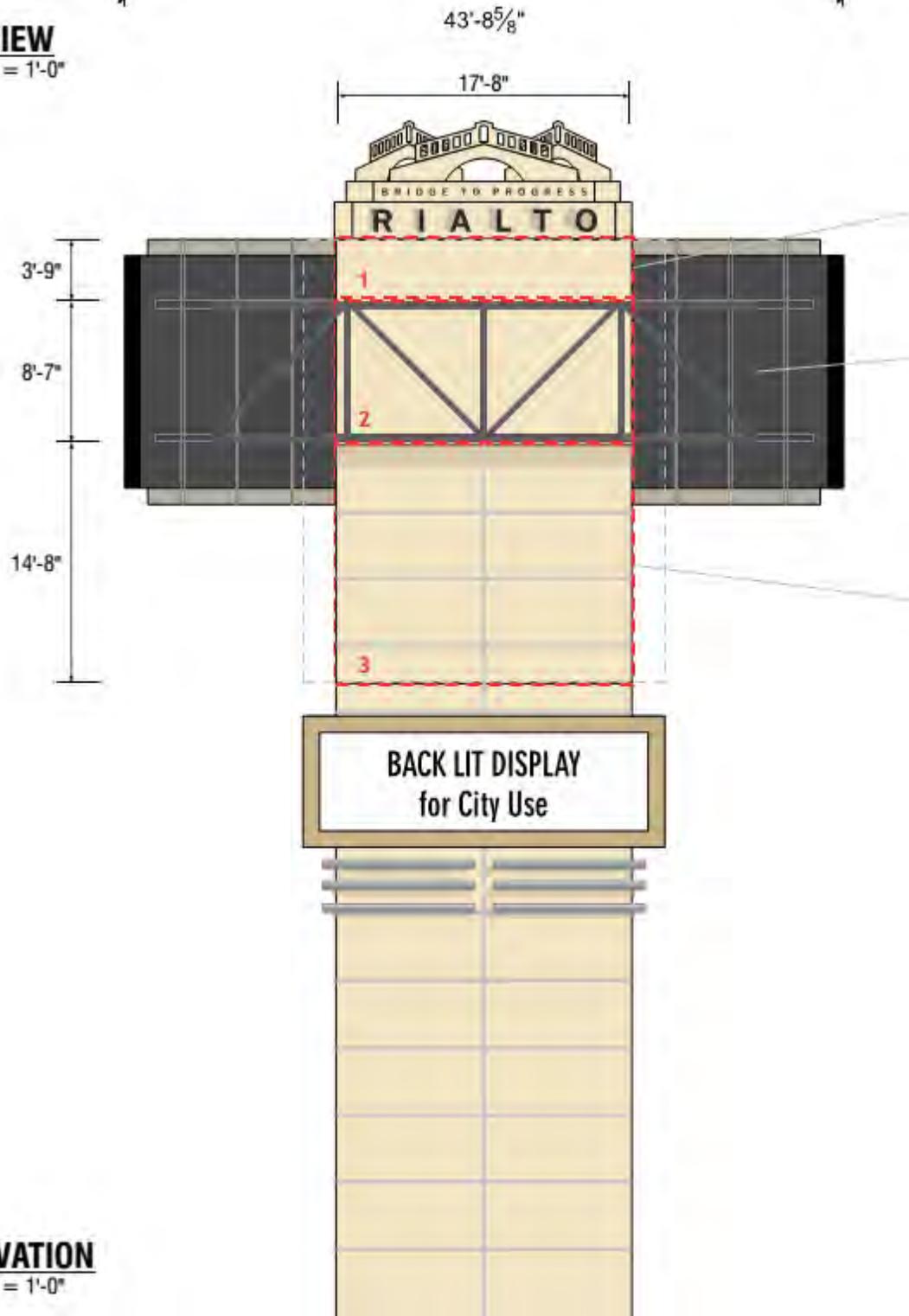
# EXHIBIT C



# EXHIBIT C

## PLAN VIEW

Scale: 3/32" = 1'-0"



## REAR ELEVATION

Scale: 3/32" = 1'-0"

**SITE ADDRESS**

**RIALTO GATEWAY**  
 1928 N. Riverside Avenue  
 Rialto, CA 92376

APN #0127-23-03-0-000

Lot

Property Owner:  
 RIALTO GATEWAY LLC

Map

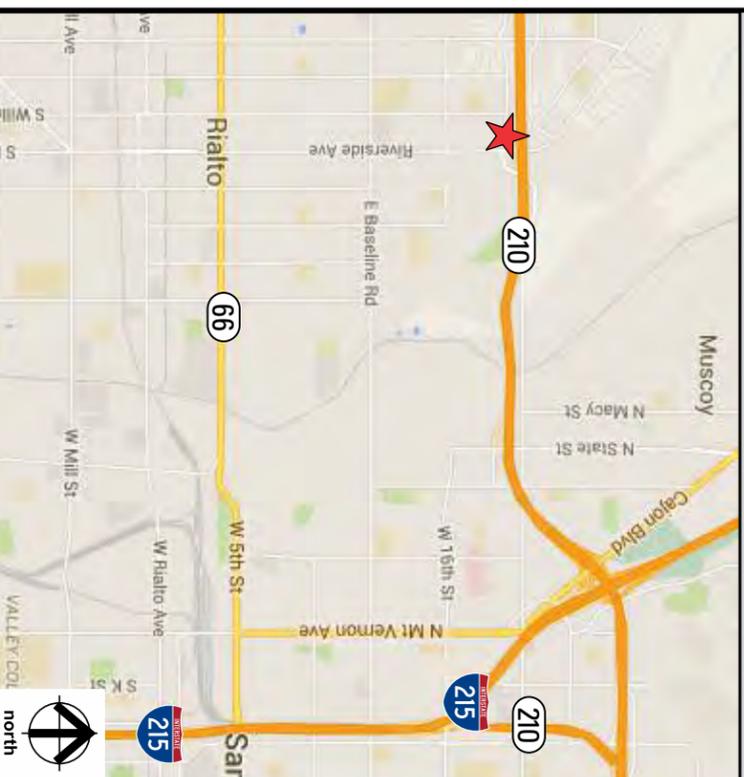
**SIGN REMOVAL/SIGN LEGEND**

**A** **RELOCATE EXISTING PYLON STRUCTURE**

**REMOVE EXISTING LED DISPLAYS**  
**INSTALL NEW LED DISPLAYS**

QUANTITY: One (1) Pylon Sign

**VICINITY MAP**



**SITE PLAN**



Scale: 1" = 50'-0"



**YESCO**

**LOS ANGELES DIVISION**

10235 Bellegrove Avenue, Jurupa Valley, CA 91732  
 Telephone: (909) 923-7658, Fax: (909) 923-5015  
 www.yesco.com

CALIFORNIA CONTRACTOR LICENSE NO. 960698  
**CLIENT INFORMATION**



**General Outdoor Advertising**

Name: Rialto Gateway

Address: 1928 N. Riverside Avenue  
 (Riverside Ave. @ 1210)  
 Rialto, CA 92376

Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	10/01/13	Kerry

**REVISIONS**

▽	Date: 07/15/16	By: KERRY	Added site plan, parcel map, etc. for permitting
▽	Date: 08/17/16	By: KERRY	Added rear flashing

**CUSTOMER APPROVAL**

- ACCEPTED WITH NO CHANGES
- ACCEPTED WITH CHANGES AS NOTED
- REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
**PRODUCTION APPROVAL**

(Sales Exec. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

(Production Mgr. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Design 805446 R2**

**Sheet 1 of 7**

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This drawing was created to assist you in visualizing our design. Original leads herein are the property of YESCO SIGNS. The obtained through a permit and shall be returned to YESCO. See your sales representative or call the nearest office of YESCO.

Colors represented in this drawing are for presentation only. They cannot match actual products being used on finished products. All dimensions can reference manufacturer's color charts at your discretion. Any missing necessary wiring to sign was included in this sign proposal.



EXISTING PYLON SIGN



PROPOSED MODIFICATIONS TO EXISTING PYLON SIGN FOR NEW "BILLBOARD" SIZE LED DISPLAYS



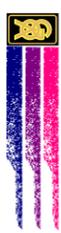
**YESCO**<sup>®</sup>

LOS ANGELES DIVISION

10235 Bellegrove Avenue, Jurgipa Valley, CA 91732  
 Telephone: (909) 923-7658, Fax: (909) 923-5015  
 www.yesco.com

CALIFORNIA CONTRACTOR LICENSE NO. 860698

**CLIENT INFORMATION**



**General Outdoor Advertising**

Name: Rialto Gateway  
 Address: 1928 N. Riverside Avenue  
 (Riverside Ave. @ I-210)  
 Rialto, CA 92376

Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	10/01/13	Kerry

**REVISIONS**

▽	Date: 07/15/16	By: KERRY	► Added site plan, parcel map, etc. for permitting
▽	Date: 08/17/16	By: KERRY	► Added rear flashing

**CUSTOMER APPROVAL**

- ACCEPTED WITH NO CHANGES
- ACCEPTED WITH CHANGES AS NOTED
- REVISE AS NOTED AND RE-SUBMIT

**PRODUCTION APPROVAL**

(Sales Exec. Signature)	(Date)
(Production Mgr. Signature)	(Date)

<b>Design</b>	<b>805446 R2</b>
<b>Sheet</b>	<b>4 of 7</b>

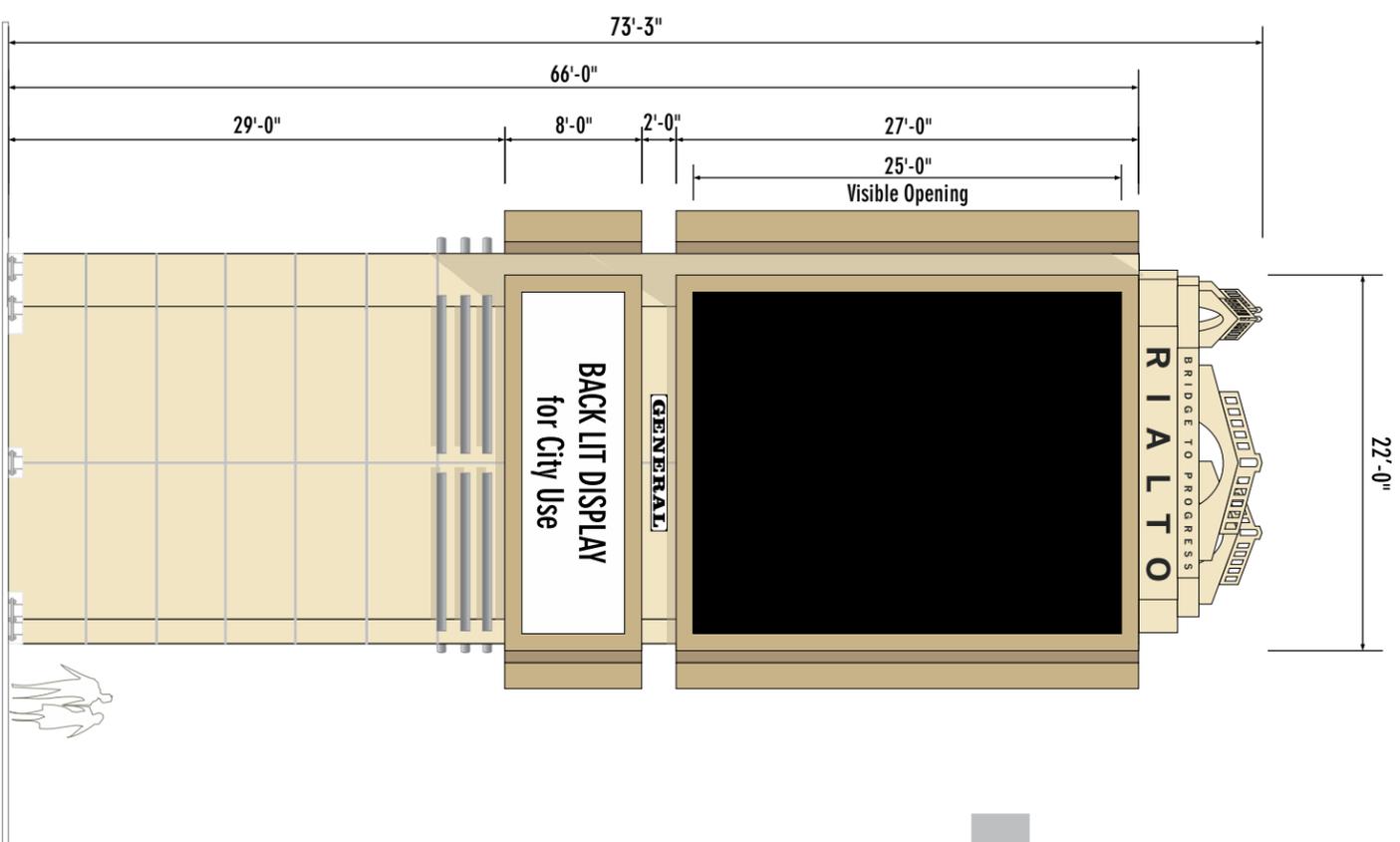
This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This drawing was created to assist you in visualizing our proposed sign. The original plans herein are the property of YESCO SIGNS, Inc. and shall remain the property of YESCO SIGNS, Inc. All other drawings, specifications and drawings with YESCO. See your sales representative or call the nearest office of YESCO.

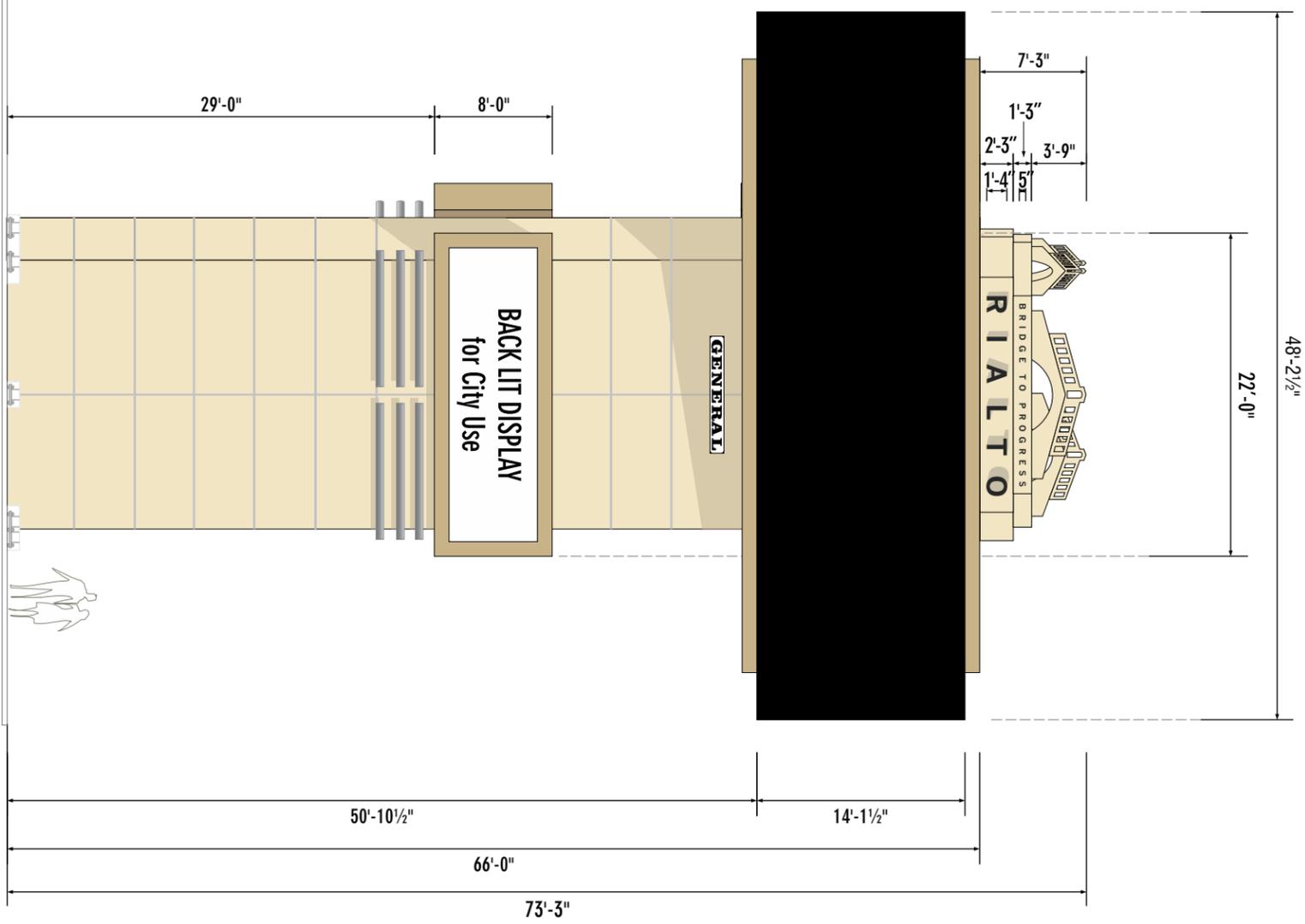
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© 2016

**EXISTING**



**NEW**




**LOS ANGELES DIVISION**  
 10235 Ballegrove Avenue, Jurupa Valley, CA 91732  
 Telephone: (909) 923-7658, Fax: (909) 923-5015  
 www.yesco.com  
 CALIFORNIA CONTRACTOR LICENSE NO. 960698

**CLIENT INFORMATION**

**General Outdoor Advertising**  
 Name: Rialto Gateway  
 Address: 1928 N. Riverside Avenue  
 (Riverside Ave. @ I-210)  
 Rialto, CA 92376  
 Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	10/01/13	Kerry

REVISIONS	
DATE	BY
07/15/16	By: KERRY
▶ Added site plan, parcel map, etc. for permitting ▶ Added rear flashing	
08/17/16	By: KERRY

**CUSTOMER APPROVAL**

ACCEPTED WITH NO CHANGES  
 ACCEPTED WITH CHANGES AS NOTED  
 REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**PRODUCTION APPROVAL**

(Sales Exec. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Production Mgr. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Design 805446 R2**

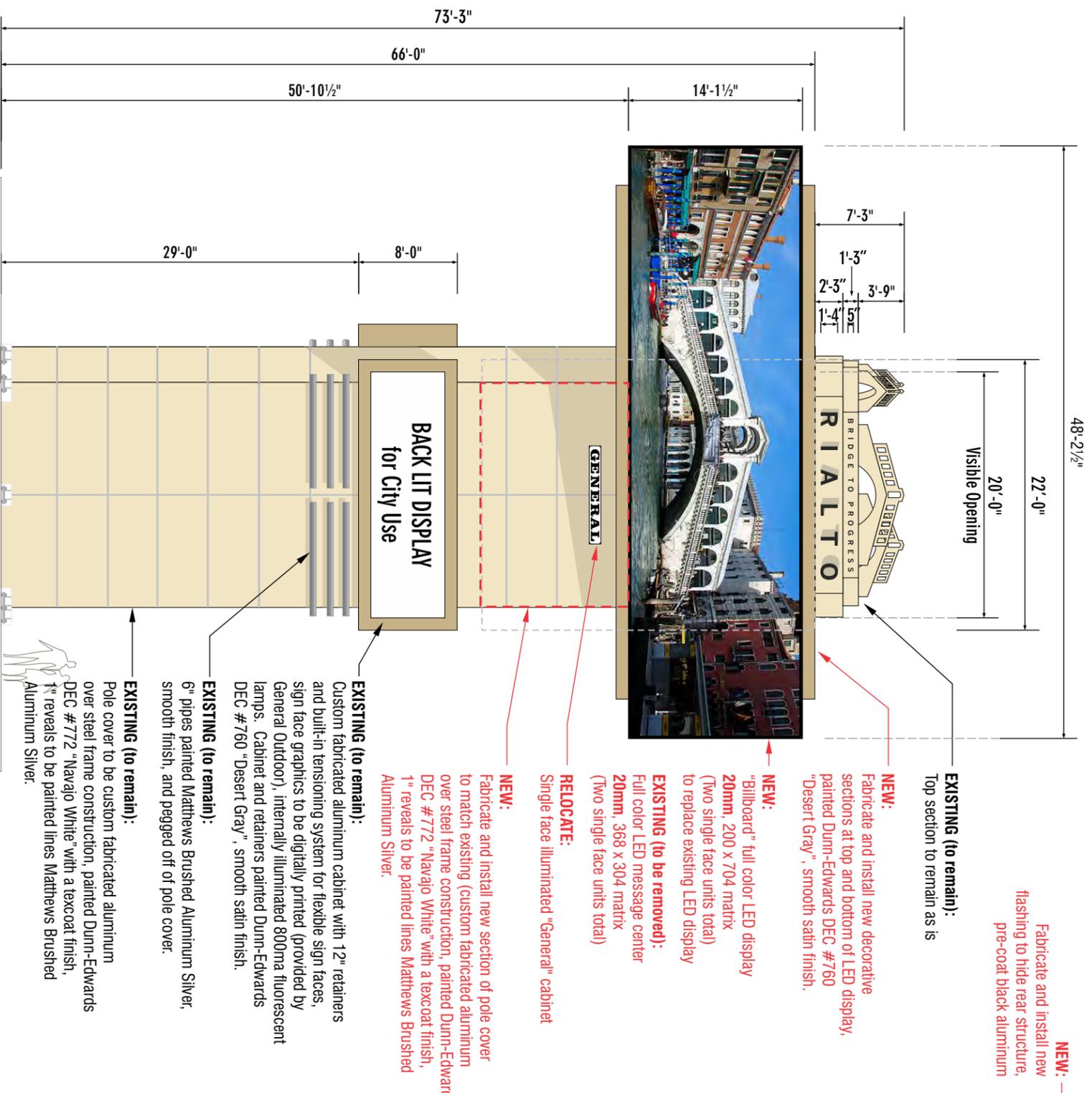
**Sheet 5 of 7**

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

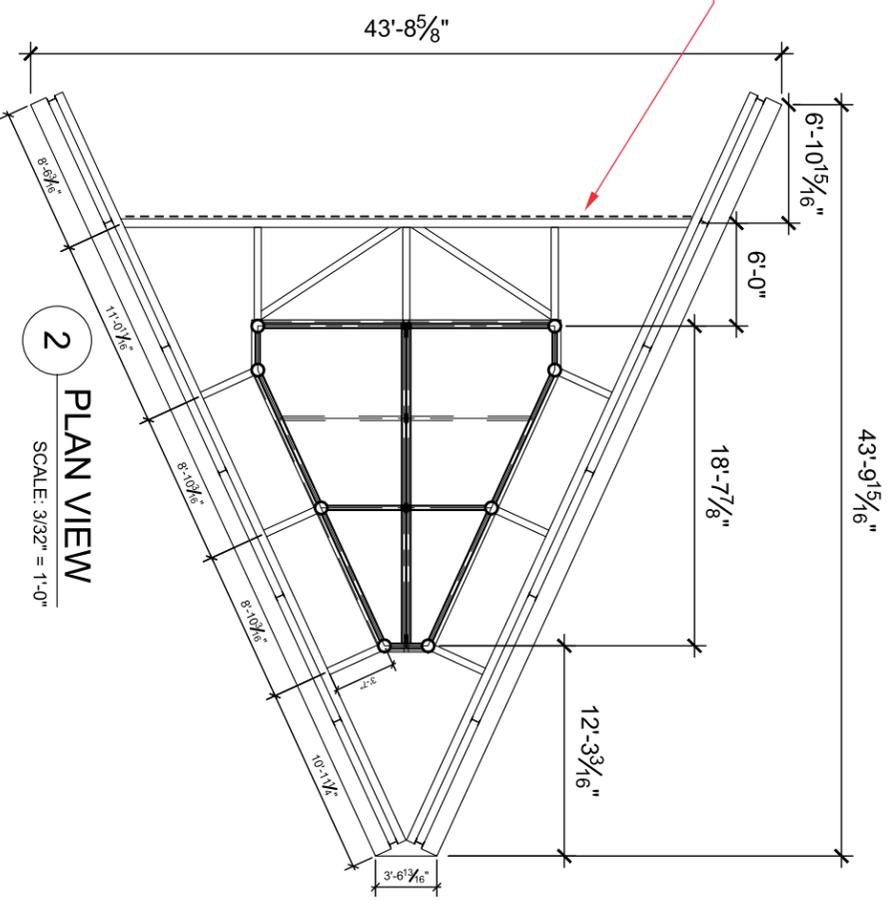
This drawing was created to assist you in visualizing our design. Original design is the property of YESCO. YESCO SHALL BE OBLIGATED THROUGHOUT THE ENTIRE PROJECT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. See your sales representative or call the nearest office of YESCO.

Colors represented in this drawing are for presentation only. They cannot match actual products being used or finished products. All dimensions can reference manufacturer's color charts at your discretion. Any necessary wiring to sign area is not included in this sign proposal.

© 2016



**SIDE ELEVATION**  
Scale: 3/32" = 1'-0"



**PLAN VIEW**  
SCALE: 3/32" = 1'-0"



EXISTING END VIEW



**YESCO**  
LOS ANGELES DIVISION  
10235 Baltegrane Avenue, Jurupa Valley, CA 91732  
Telephone: (909) 923-7658, Fax: (909) 923-5015  
www.yesco.com  
CALIFORNIA CONTRACTOR LICENSE NO. 960698

**CLIENT INFORMATION**

**General Outdoor Advertising**  
Name: Rialto Gateway  
Address: 1928 N. Riverside Avenue  
(Riverside Ave. @ I-210)  
Rialto, CA 92376  
Sales Exec: Ken Person

SCALE	DATE	BY
NOTED	10/01/13	Kerry

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
1	07/15/16	By: KERRY	Added site plan, parcel map, etc. for permitting
2	08/17/16	By: KERRY	Added rear flashing

**CUSTOMER APPROVAL**

ACCEPTED WITH NO CHANGES  
 ACCEPTED WITH CHANGES AS NOTED  
 REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**PRODUCTION APPROVAL**

(Sales Exec. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
 (Production Mgr. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Design 805446 R2**

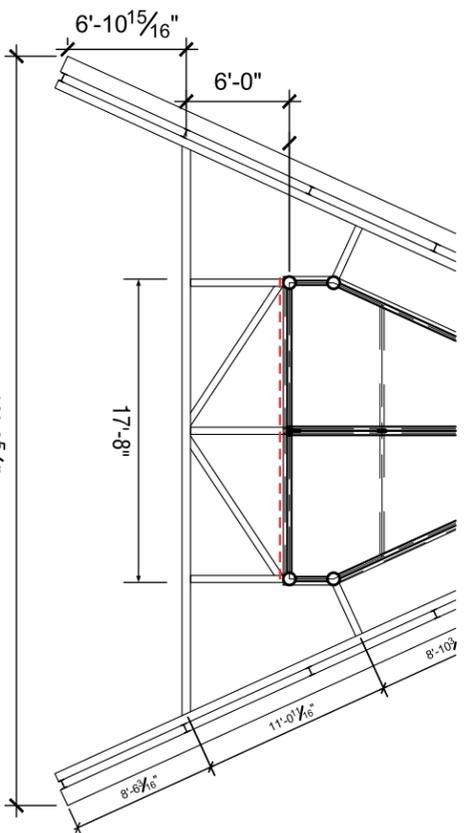
**Sheet 6 of 7**

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

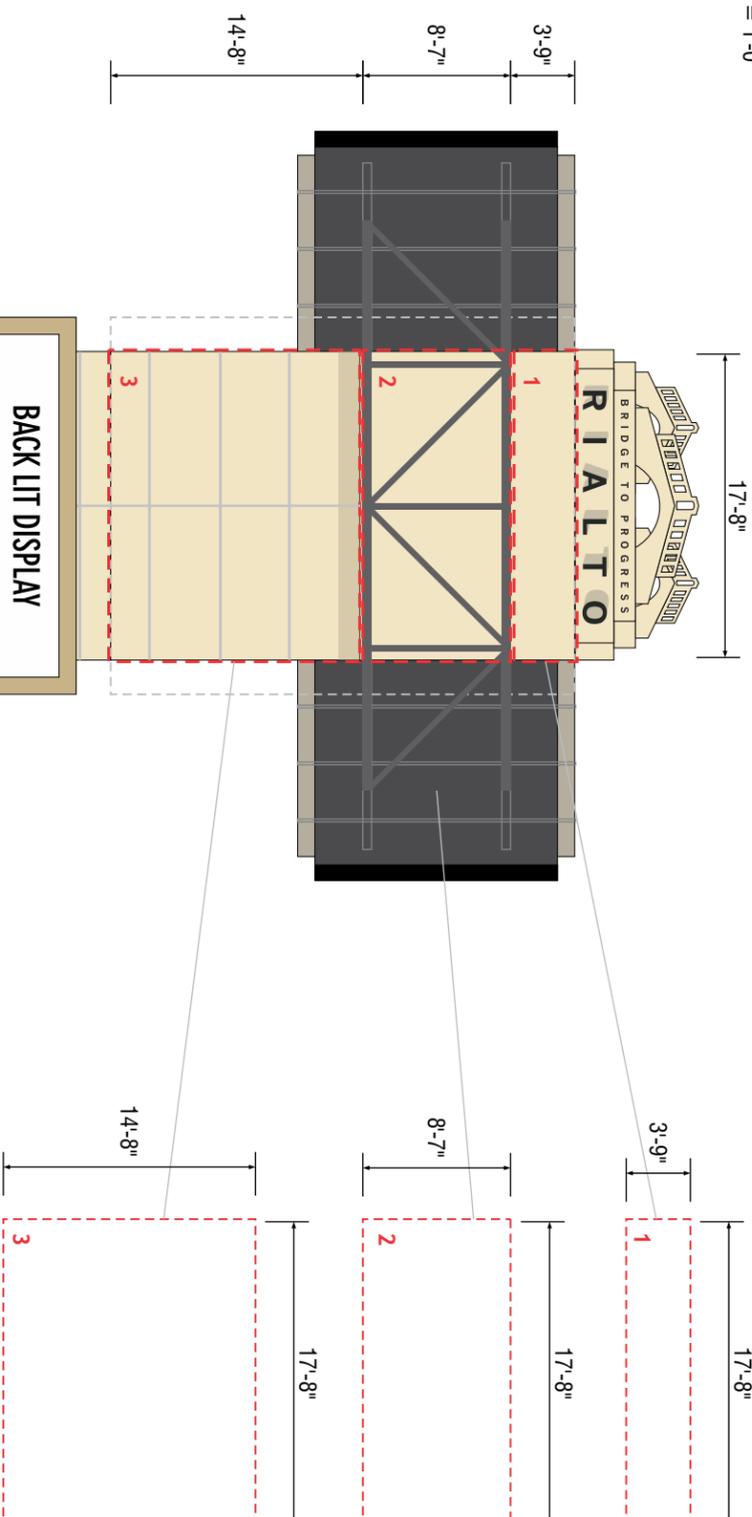
This drawing was created to assist you in visualizing our design. Original design fees herein are the property of YESCO SIGN. All other design fees, including those for design changes, are the property of the client and shall be paid to YESCO. See your sales representative or call the nearest office of YESCO.

Colors represented in this drawing are for presentation only. They cannot match actual products being used on finished products. All sign portions can reference manufacturer's color charts at your discretion. Color matching necessary wiring to sign area is not included in this sign proposal.

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**PLAN VIEW**  
Scale: 3/32" = 1'-0"



**NEW:**  
Fabricate and install new flashing to hide rear structure, pre-coat black aluminum



**General Outdoor Advertising**

Name: Rialto Gateway

Address: 1928 N. Riverside Avenue  
Riverside Ave. @ I-210  
Rialto, CA 92376

Sales Exec: Ken Person

**CLIENT INFORMATION**

**YESCO**  
LOS ANGELES DIVISION  
10235 Ballegrove Avenue, Jurupa Valley, CA 91732  
Telephone: (909) 923-7658, Fax: (909) 923-5015  
www.yesco.com  
CALIFORNIA CONTRACTOR LICENSE NO. 960698

**REVISIONS**

NOTED	DATE	BY
NOTED	10/01/13	Kerry
▽	Date: 07/15/16	By: KERRY
▽	Added site plan, parcel map, etc. for permitting	
▽	Date: 08/17/16	By: KERRY
▽	Added rear flashing	

**CUSTOMER APPROVAL**

- ACCEPTED WITH NO CHANGES
- ACCEPTED WITH CHANGES AS NOTED
- REVISE AS NOTED AND RE-SUBMIT

(Customer Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
(Title) \_\_\_\_\_

**PRODUCTION APPROVAL**

(Sales Exec. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_  
(Production Mgr. Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

**Design** 805446 R2  
**Sheet** 7 of 7

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

This drawing was created to assist you in visualizing our proposed sign design. Please note that the property of YESCO SIGNS, INC. is reserved. All rights are reserved. All drawings shall be obtained through a representative of YESCO. See your sales representative or call the nearest office of YESCO.

Colors represented in this drawing are for presentation only. They cannot match actual products being used or finished products. All signpersons can reference manufacturer's color charts at your local YESCO office. Color matching necessary wiring to sign area is not included in this sign proposal.

**REAR ELEVATION**  
Scale: 3/32" = 1'-0"

EXHIBIT E



Scale: 1" = 50'-0"







1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

16  
17 **BARBARA MCGEE, CITY CLERK**  
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**Exhibit "A"**

**Billboard Relocation Agreement**

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Legislation Details (With Text)

File #: 16-739      Version: 1      Name: E.16  
 Type: Agreement      Status: Agenda Ready  
 File created: 10/20/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council/Rialto Utility Authority to Approve an Agreement with BDP Technologies, LLC, a California limited liability company (BDP), for the demonstration project for alternative treatment technology through a grant by the California Energy Commission and Adopt Resolution No. 7024.

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 BDP California Energy Commission Award copy](#)  
[Rialto Technical Support Agmt FINAL v2](#)  
[Budget Resolution BDP](#)  
[BDP CEC Presentation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

For City Council/Rialto Utility Authority Meeting [November 8, 2016]

TO: Honorable Mayor and City Council  
 Honorable Chair and Authority Board Members

APPROVAL: Michael Story, City Administrator

FROM: Thomas J. Crowley, P.E., Utility Manager

Request City Council/Rialto Utility Authority to Approve an Agreement with BDP Technologies, LLC, a California limited liability company (BDP), for the demonstration project for alternative treatment technology through a grant by the California Energy Commission and Adopt Resolution No. 7024.

BACKGROUND:

Rialto owns and operates a sewer collection system and a wastewater treatment plant (WWTP) serving the entire City's incorporated area with a 2016 population of approximately 105,000. In addition, the City accepts sewage from several areas outside the City Limits. This includes sewage from a portion of the City of Fontana and Bloomington that are discharged to the City's collection system in the southwestern area of the City.

The Rialto sewer system consists of approximately 263 miles of sanitary sewers ranging from 8 inches to 48 inches in diameter. The terrain within the City slopes from north to south with the WWTP being located in the southern area of the City, south of interstate route I-10. The sewer collection system consists almost entirely of gravity sewers. Virtually all of the sewers are vitrified clay pipe. Four pump stations were constructed on the downhill side of the 210 Freeway that lift the sewage back into the gravity lines so it can continue to flow south towards the WWTP. There are also several other pump stations serving small areas within the system and one located at the

WWTP that does not materially affect the City’s sewer system.

The WWTP is located south of the I-10 Highway and east of Riverside Avenue. It provides advanced wastewater treatment to the sewage before discharging it to the Santa Ana River. The permitted capacity of the WWTP is 11.7 Million Gallons Per Day (MGD) and the current average sewage flows are on the order of 7 MGD, resulting in capacity for growth. The WWTP currently consists of five separate plants that have been built as the City grew over the years and wastewater discharge standards have become more stringent.

The sewer collection system delivers sewage to a diversion structure at the WWTP. The influent sewage is then directed either to the east headworks (Plants 1, 2, 3, and 4) or to the west headworks (Plant 5). As indicated above, the WWTP actually consists of five separate plants constructed at different times to accommodate growth in the City and regulatory changes in the effluent discharge standards. Plant 1 is no longer in operation. The plants were all designed to provide secondary treatment. Plants 3, 4, and 5 also provide nitrogen removal. Table 2-4 summarizes the process units and nominal capacities of the plants. Together, the plants have a design capacity of approximately 12 MGD (11.1 MGD without Plant 1). Table below shows the general arrangement of the plants and process units on the site.

**City of Rialto - Wastewater Treatment Plant(s)**

Plant	Treatment Processes <sup>1</sup>	Capacity <sup>2</sup> (MGD)	Remarks <sup>3</sup>
1 & 2	- primary clarifier --aeration basin -Secondary clarifier	2.4	- Plant 1 has capacity of 1.6 MGD but is abandoned. -Capacity is Plant 2 only (4)
3 & 4	- Primary clarifier - Aeration basins (3)	4	- Conventional activated sludge plants. - Retrofitted with anoxic zone for nitrogen removal - Coarse bubble aeration.
5	-Primary clarifier -Aeration basins (2) -Clarifiers (2)	4.7	- Activated sludge plant with nitrogen removal. - Fine bubble aeration

- 1) Where there is more than one plant listed, the processes and number of units are typical for each plant.
- 2) Total permitted capacity of 11.7 MGD includes Plant 1, which is no longer in operation.
- 3) All of the treated secondary effluent receives tertiary treatment in the Dyna-sand filters and is disinfected prior to reuse or discharge to the Santa Ana River.
- 4) Rated capacity for Plant 1 and 2 taken from CES WWTP Master Plan (June 14, 2006)

**ANALYSIS/DISCUSSION:**

On July 20, 2016, BDP TECHNOLOGIES, LLC (BDP), a California limited liability company received a grant FOR \$3,565,400 from the California Energy Commission (CEC) to demonstrate an alternative treatment technology in California. The CEC grant agreement is included as Attachment 1 .

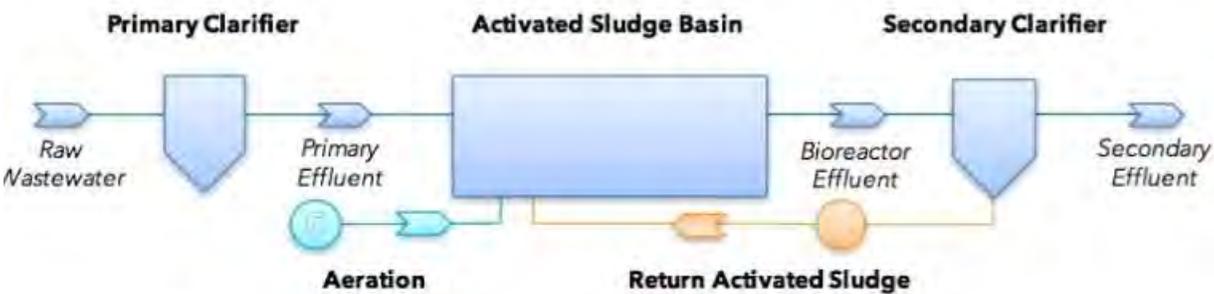
The most common secondary wastewater treatment process for nutrient removal is the activated

sludge process. The activated sludge processes are energy and land/space intensive as they include separated anoxic and aerobic tanks with secondary clarifiers. The infrastructure requires high capital, land footprint, and embedded energy and Operation & Maintenance cost. In addition, aeration in the activated sludge process is the most energy-intensive and accounts for 45-75% of plant electricity consumption.

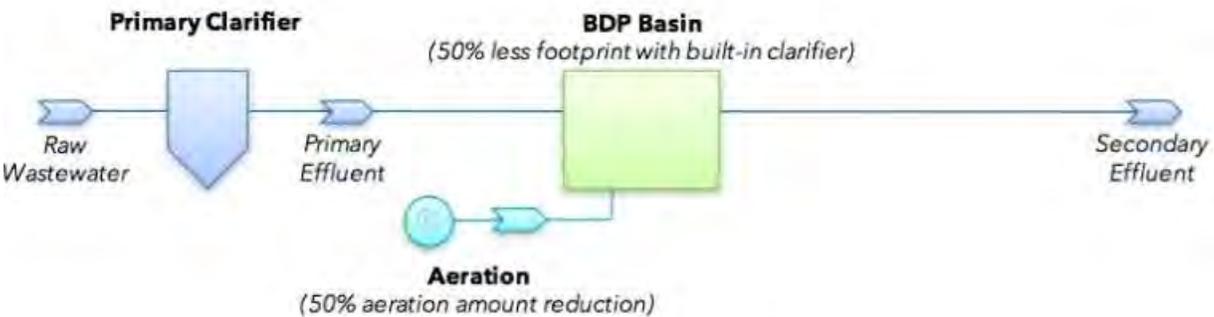
Compared to conventional activated sludge process, the Biological Double-Efficiency Process (BDP) is a breakthrough for biological wastewater treatment, based on Simultaneous Nitrification / Denitrification (SND) principles. The BDP system combines state-of-the-art, easy to maintain Airlift Circulation and Carpet Aeration system with an integrated, all-in-one bioreactor technology, resulting in substantial reduction of capital, energy consumption and footprint required and water savings benefits. Table 1 below provides a flow chart of the traditional treatment processes and the BDP process.

The goal of the proposed project is to demonstrate that BDP is a viable pre-commercial wastewater treatment technology that will result in both energy and water savings and is ready to deploy full-scale at WWTPs. After knowing and understanding the needs of retrofitting and increasing the WWTP treatment capacity of City of Rialto, Rialto WWTP is selected to demonstrate this project. The project goal is also to quantify the electrical energy, water savings, and pollutant removal efficiency that can be achieved by BDP.

Table1- Wastewater Treatment Processes



Flow Chart of Conventional Wastewater Treatment Process



Flow Chart of Biological Double-Efficiency Process

Pursuant to the terms of the proposed agreement included as Attachment 2, the City/RUA and RWS consent to the following with BDP:

- Grant to BDP access to and use of the following
  - Plant 1
  - Plant 2
  - Chlorine Contact Chambers
  - Plant 5 Primary Clarifier
  - Plant 2 Primary and Aeration Tanks
- This right of access shall expire upon the completion of the demonstration project, as determined by the terms of the grant from the California Energy Commission, or June 30, 2018, whichever date is later.
- BDP hereby agrees to pay to the City of Rialto the sum of \$25,000 for the technical support during the term of the demonstration project.
- BDP agrees that it will not (a) interfere with the regular conduct of personnel of either the City or RWS, (b) interfere with the continuation of existing uses of the site, and (c) or otherwise divert or limit the use of other resources. BDP assumes financial responsibility for any additional personnel, utility charges, or other costs incurred in connection with the construction, operation, or removal of the demonstration project.

#### ENVIRONMENTAL IMPACT:

The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

#### GENERAL PLAN CONSISTENCY:

Public utility infrastructure, although often invisible, is an essential physical support system that enables us to live healthy, productive lives. These include reliable water supply systems, effective sewage collection and treatment facilities, storm water control, and energy and telecommunications systems.

The City of Rialto owns, operates, and maintains the local public sanitary sewer system, which includes a wastewater collection system and treatment plant that serve most properties within the City limits.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Goal 3-9: Upgrade and maintain an improved wastewater system with adequate plant efficiency and capacity to protect the health and safety of all Rialto residents, businesses, and institutions.

Policy 3-9.1: Require that all new development or expansion of existing facilities bear the cost of expanding the wastewater disposal system to handle the increased loads which they are expected to generate.

Policy 3-9.2: Evaluate the wastewater disposal system routinely to ensure its adequacy to meet changes in demand and changes in types of waste.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and Agreement.

FINANCIAL IMPACT:

Staff recommends increasing estimated revenue in the Wastewater Fund Account No. 680-400-7860 -7799 in the amount of \$25,000 for technical support during the term of the demonstration project by BDP.

LICENSING:

A Business license application and payment of a Business License tax at the Professional Service rate in the amount of \$3,604 will be paid by the vendor prior to execution of the Professional Service Agreement/Purchase Order/ Construction Contract.

RECOMMENDATION:

Staff recommends that the City Council/Rialto Utility Authority:

- Approve the Agreement with Rialto Water Services and BDP Technologies, LLC, a California limited liability company (BDP), of the demonstration project for alternative treatment technology through a grant by the California Energy Commission.
- Adopt the Budget Resolution No. \_\_\_\_.

## CALIFORNIA ENERGY COMMISSION

1516 NINTH STREET  
SACRAMENTO, CA 95814-5512  
www.energy.ca.gov



July 20, 2016

Mr. Ben Chi Wai Chow  
BDP Technologies  
25241 Paseo De Alicia #225  
Laguna Hills, CA 92653

RE: Notice of Proposed Award for GFO-15-323  
Innovative Water and Energy Efficiency Demonstrations for the Commercial, Industrial or  
Water/Wastewater Sectors

Dear Mr. Chi Wai Chow:

Thank you for submitting the proposal titled "Biological Double-Efficiency Process as an Advanced Biological Wastewater Treatment Method to Achieve Substantial Energy and Water Savings" in response to the California Energy Commission's Grant Funding Opportunity #GFO-15-323 - Innovative Water and Energy Efficiency Demonstrations for the Commercial, Industrial or Water/Wastewater Sectors. I am pleased to inform you that BDP Technologies has been selected as a Recipient for a grant.

This agreement will be scheduled for approval at a future Energy Commission Business Meeting. The Energy Commission Contract Manager will be in contact with you to discuss next steps.

On behalf of the members of the Evaluation and Selection Committee, I thank you and your team for your proposal and your participation in this process. If you have any questions, please contact me at 916.65-4651 or [Phil.Dyer@energy.ca.gov](mailto:Phil.Dyer@energy.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Phil Dyer", with a long horizontal flourish extending to the right.

Phil Dyer  
Agreement Officer

**CALIFORNIA ENERGY COMMISSION**

1516 NINTH STREET  
SACRAMENTO, CA 95814-5512  
www.energy.ca.gov



**NOTICE OF PROPOSED AWARDS (NOPA)**  
**Innovative Water and Energy Efficiency Demonstrations for the Commercial, Industrial or**  
**Water/Wastewater Sectors**  
**EPIC**  
**(GFO-15-323)**  
**July 19, 2016**

On April 19, 2016, the California Energy Commission (Energy Commission) released a competitive solicitation to fund innovative pre-commercial technologies and strategies that will result in **both** water and energy savings. Up to \$4 million in Electric Program Investment Charge (EPIC) funding is available

The Energy Commission received eight proposals by the due date of June 6, 2016. Each proposal was screened, reviewed, evaluated and scored using the criteria in the solicitation. Eight proposals passed the Stage One Application Screening.

The attached table titled “Notice of Proposal Awards” identifies each applicant selected and recommended for funding by Energy Commission staff and includes the recommended funding amount and score. The total amount recommended is \$3,565,400.

Funding of proposed projects resulting from this solicitation is contingent upon the approval of these projects at a publicly noticed Energy Commission Business Meeting and execution of a grant agreement. If the Energy Commission is unable to timely negotiate and execute a funding agreement with an Applicant, the Energy Commission, at its sole discretion, reserves the right to cancel or otherwise modify the pending award, and award the funds to another applicant.

In addition, the Energy Commission reserves the right to: 1) add to, remove, or shift funding to make additional awards and 2) negotiate with successful applicants to modify the project scope, schedule, and/or level of funding.

This notice is being mailed to all parties who submitted an application to this solicitation and is also posted on the Energy Commission’s website at: [www.energy.ca.gov/contracts/](http://www.energy.ca.gov/contracts/).

For information, please contact Phil Dyer at (916) 654-4651 or [Phil.Dyer@energy.ca.gov](mailto:Phil.Dyer@energy.ca.gov).

Phil Dyer  
Commission Agreement Officer



# California Energy Commission

GFO-15-323

Innovative Water and Energy Efficiency Demonstrations for the Commercial, Industrial or Water/Wastewater Sectors

Notice of Proposed Awards

July 19, 2016



Rank Number	Project Applicant	Title	Energy Commission Funds Requested	Energy Commission Funds Recommended	Match Funds	Score	Award Status
<b>Proposed Awards</b>							
1	Silicon Valley Clean Water	Maximizing Water and Energy from New Anaerobic Wastewater Treatment Technology	\$2,000,000	\$2,000,000	\$1,220,000	89.46	<b>Awardee</b>
2	BDP Technologies	Biological Double-Efficiency Process as an Advanced Biological Wastewater Treatment Method to Achieve Substantial Energy and Water Savings	\$1,565,400	\$1,565,400	\$331,062	89.20	<b>Awardee</b>
<b>Passed but Not Funded</b>							
3	ES Engineering Services, LLC	Demonstration of a Low-energy and High Water Efficiency Treatment System for Metal Contaminant Removal Using an Innovative Biosorption Process	\$1,595,645		\$346,632	88.67	<b>Finalist</b>
4	Electric Power Research Institute (EPRI)	Demonstration of Innovative Nereus Cooling Tower Water Management Solution for Water and Energy Savings	\$2,000,000		\$1,000,000	87.08	<b>Finalist</b>
5	Cambrian Innovation	Bioelectrical Wastewater Treatment for Energy Efficiency and Water Reuse at Mission Bell Winery	\$1,942,712		\$3,152,000	85.33	<b>Finalist</b>
6	Prospect Silicon Valley	Forward-Osmosis Tesla Cooling Tower Recycling Project	\$760,882		\$153,265	82.99	<b>Finalist</b>
<b>Did Not Pass</b>							
	Water Environment & Reuse Foundation	Demonstration of Innovative Water and Energy Efficiency for Potable Reuse in San Diego	\$1,656,864		\$531,252		<b>Did Not Pass</b>
	Fisher-Nickel, Inc.	Advanced Commercial Dishwasher Technologies for Foodservice Facilities	\$674,930		\$135,000		<b>Did Not Pass</b>
<b>Grand Total</b>			<b>\$12,196,433.00</b>	<b>\$3,565,400.00</b>	<b>\$6,869,211.00</b>		

## TECHNICAL SUPPORT AGREEMENT

This AGREEMENT is made this 8<sup>th</sup> day of November, 2016 (the “Effective Date”), by and between **CITY OF RIALTO**, a California municipal corporation, hereinafter referred to as “City,” having a principal office at 150 South Palm Avenue, Rialto, CA 92375 and **BDP TECHNOLOGIES, LLC**, a California limited liability company, hereinafter referred to as “BDP,” having a principal office at 25241 Paseo de Alicia #225, Laguna Hills, California 92653 and

### RECITALS

WHEREAS, BDP Technologies is in the business of designing, engineering, and installing patented wastewater treatment equipment; and

WHEREAS, BDP has been awarded a grant by the California Energy Commission to demonstrate an alternative treatment technology, as more specifically described at Exhibit “A” hereto (“Demonstration Project”); and

WHEREAS, BDP has proposed that the Demonstration Project take place on the site of the City of Rialto Municipal Wastewater Treatment Plant (“WWTP”), located at 501 East Santa Ana Avenue, Bloomington, California 92316, (“Site”) which is owned by the City and within the areas specifically depicted at Exhibit “B” hereto; and

WHEREAS, concurrently with this Agreement, BDP and Veolia North America have entered into an operating agreement to coordinate the implementation and operation of the Demonstration Project proposed under this Agreement; and

WHEREAS, use of the Site is subject to a Concession Agreement between Rialto Water Services, LLC, hereinafter referred to as “RWS,” the Rialto Utility Authority, hereinafter referred to as “RUA,” and the City of Rialto, dated March 27, 2012; and

WHEREAS, BDP is prepared to enter into a written agreements with the City and Rialto Water Services to construct, operate, and report on the performance of the Demonstration Project; and

### **THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. Consent to Access. The City, with the express consent of RWS included following the signature page of this Agreement, hereby agrees to grant to BDP access to and use of the Site for the purposes of (a) construction, installation, operation, maintenance, and repair of the facility, (b) training of personnel, and (c) scheduled tours of the operating Demonstration Project and within the areas of the Site depicted at Exhibit “B” attached hereto. Any construction of the Demonstration Project will occur, and be limited to the portion in or adjacent to the area designated as Plant 1 and 2 Chlorine Contact Chambers, Plant 5 Primary Clarifier, and the Plant 1 and 2 Primary and Aeration Tanks, as depicted at Exhibit “B” hereto. Upon the termination of this Agreement, per Section 2

below, BDP shall remove all BDP Property not retained by City in accordance with Section 4 below, and all debris, trash and other materials and restore the Site to its original condition existing upon the Effective Date, as approved in the City's discretion, reasonable wear and tear excepted.

2. Duration of Agreement. This right of access shall expire upon the completion of the Demonstration Project, as determined by the terms of the grant from the California Energy Commission, or June 30, 2018, whichever date is later.

3. Compensation. BDP hereby agrees to pay to the City of Rialto the sum of \$25,000 to lease the Access Area of the site during the term of the Demonstration Project. Such sum shall be payable based on California Energy Commission's payment schedule and methods, a copy of which are attached hereto as Exhibit "C."

4. Retention of Ownership. BDP shall retain ownership of all equipment, materials, software, intellectual property, and any other tangible or intangible items associated with the design, engineering, installation, and operation of the Demonstration Project ("BDP Property") and shall remove any and all such items upon termination of this Agreement. The City shall not permit any lien, assessment, or other change to be placed on BDP Property without BDP's express, written consent. Following the completion of the Demonstration Project, City, in its sole discretion, shall have the option to acquire the BDP Property, in which case, BDP shall assist City in securing any available grant funding for the acquisition and operation of such BDP Property or related equipment or technology.

5. Non-Interference. BDP agrees that it will not (a) interfere with the regular conduct of personnel of either the City or RWS, or either parties officers, employees, agents, assigns or contractors, (b) interfere with the continuation of existing uses of the Site, and (c) or otherwise divert or limit the use of other resources. BDP hereby assumes financial responsibility for any additional personnel, utility charges (with BDP causing appropriate utility meter(s) to be installed, at its cost, to track such usage), or other costs incurred in connection with the construction, operation, or removal of the Demonstration Project.

6. Permits. BDP shall obtain all necessary permits, approvals, and clearances required by the City, the County of San Bernardino, the Santa Ana Regional Water Quality Control Board, the South Coast Air Quality Management District, or any other regulatory agency with jurisdiction over such projects prior to the start of any construction or installation activities.

7. Indemnification. BDP shall save City, its officers, employees, agents, assigns or contractors ("City Parties") harmless from and against, and shall indemnify City Parties for, any liability, loss, costs, expenses, or damages howsoever caused by reason of any injury (whether to body, property, or personal or character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of BDP or any of BDP's employees, or other representatives that may arise, from any or all prior agreements, subsequent to the effective date of this Agreement. If City Parties are sued in any court for damages by reason of any acts of the

indemnifying party referred to in this Paragraph, BDP must defend the action (or cause a defense to be provided) at BDP's own expense and must pay and discharge any judgment that may be rendered in the action. If the indemnifying party fails or neglects to defend the action, City may defend the action, and any expenses, including reasonable attorneys' fees that it may pay or incur in defending the action, and the amount of any judgment that it may be required to pay, must be promptly reimbursed upon demand. Nothing in this Paragraph is intended to relieve, nor shall it relieve, City Parties from liability resulting from City Parties' sole negligence or willful misconduct.

8. Governing Law. Enforcement of Agreement; Attorneys' Fees and Costs. This Agreement shall be enforced and construed pursuant to the laws of the State of California, without giving effect to principles of conflicts of laws. If any provision or term of this Agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. In the event of litigation to enforce any of the provisions of this Agreement, the prevailing party may recover court costs and reasonable attorneys' fees.

9. Construction. This Agreement is the result of negotiations between the BDP and the City and has been reviewed by the parties hereto and their respective counsel, if any. Accordingly, this Agreement shall be deemed to be the product of all the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between the parties. Neither party is relying on any warranties, representations, nor inducements not set forth in this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

The parties have executed this Agreement as of the date first written above.

**CITY:**

CITY OF RIALTO, a municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Fred Galante, City Attorney

**BDP TECHNOLOGIES, LLC:**

By: \_\_\_\_\_

Name: Eric Li

Title: Managing Member

**CONSENT OF CONCESSIONAIRE**

Rialto Water Services, LLC, (“RWS”) as concessionaire under that certain Concessionaire Agreement: Service Contract for the Design, Construction and Financing of Upgrades and for the Operation of the Rialto Utility Authority Wastewater Facility and Water Facility, by and between the City, Rialto Utility Authority and RWS, entered into and effective as of March 27, 2012 (“Concession Agreement”). In accordance with the Concession Agreement, the Concessionaire has the non-exclusive right of access with respect to the Site. RWS has reviewed this Agreement and hereby determines that the proposed use of the Site, as described in this Agreement, does not violate RWS’s right of non-interference as set forth in Section 3.2(g) of the Agreement. As such, RWS hereby consent’s to BDP’s access to the Site, as described in the Agreement and for the term thereof. Such right of access shall terminate upon the termination of this Agreement pursuant to its terms.

IN WITNESS WHEREOF, RWS has executed this Consent of Concessionaire as of the date first written above.

RIALTO WATER SERVICES, LLC

By: \_\_\_\_\_

Name: Rolf Ohlemutz

Its: General Manager

## **Exhibit “A”**

### **DESCRIPTION OF DEMONSTRATION PROJECT**

The most common secondary wastewater treatment process for nutrients removal is activated sludge process. Most activated sludge processes are energy and land/space intensive as they include separated anoxic and aerobic tanks with secondary clarifiers. The infrastructure requires high capital, land footprint, and embedded energy and O&M cost. In addition, aeration in the activated sludge process is the most energy-intensive and accounts for 45-75% of plant electricity consumption.

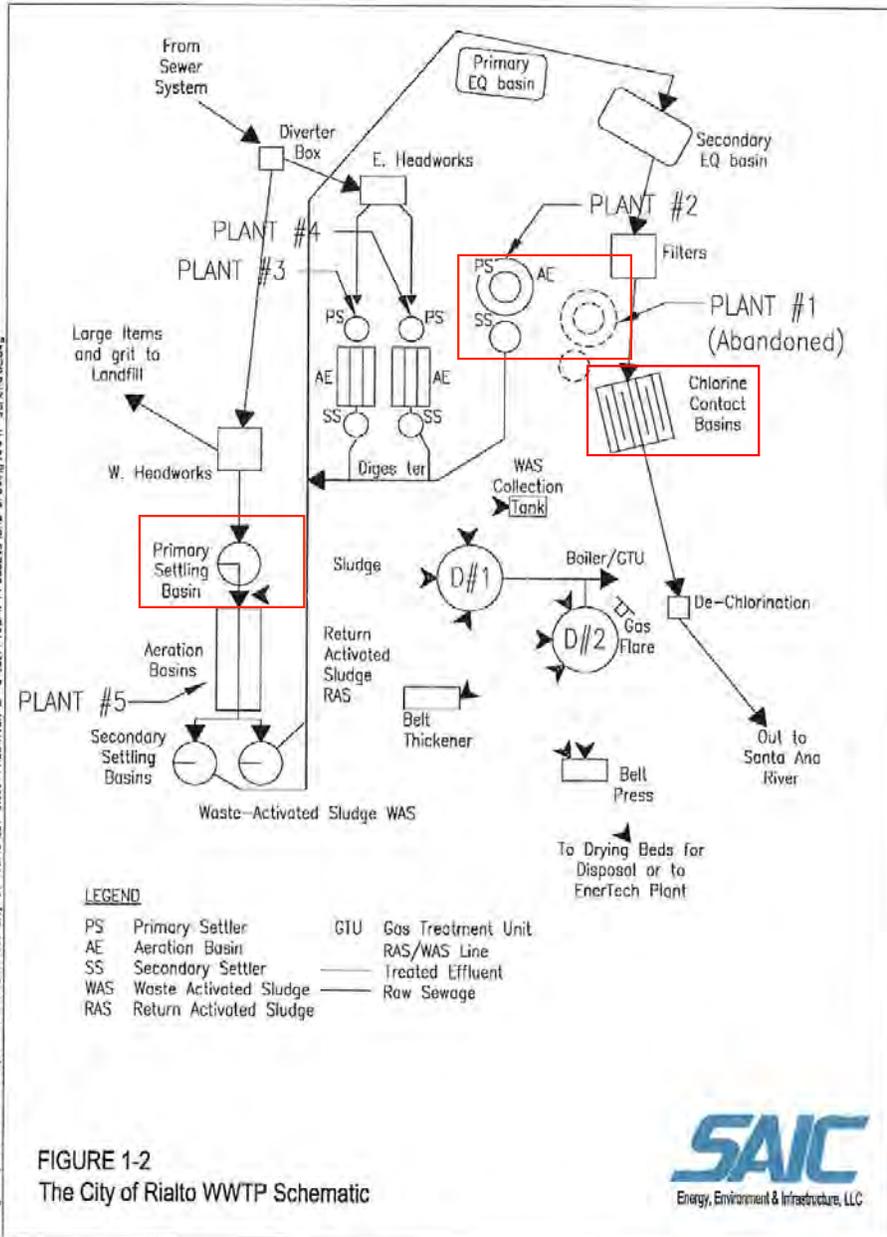
Compared to conventional activated sludge process, the Biological Double-Efficiency Process (BDP) is an important breakthrough for biological wastewater treatment, based on Simultaneous Nitrification / Denitrification (SND) principles. The BDP system combines state-of-the-art, easy to maintain Airlift Circulation and Carpet Aeration system with an integrated, all-in-one bioreactor technology, resulting in substantial reduction of capital, energy consumption and footprint required and water savings benefits.

The goal of the proposed project is to demonstrate that BDP is a viable pre-commercial wastewater treatment technology that will result in both energy and water savings and is ready to deploy full-scale at WWTPs. After knowing and understanding the needs of retrofitting and increasing the WWTP treatment capacity of City of Rialto, Rialto WWTP is selected to demonstrate this project. The project goal is also to quantify the electrical energy, water savings, and pollutant removal efficiency that can be achieved by BDP.

**Exhibit “B”**

**DEPICTION OF ACCESS AREA WITHIN SITE**

1. Plant 1 and 2 Chlorine Contact Chambers
2. Plant 5 Primary Clarifier
3. Plant 1 and 2 Primary and Aeration Tanks



**Exhibit “C”**

**CALIFORNIA ENERGY COMMISSION’S PAYMENT SCHEDULE AND METHODS**

[See following pages]

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2016-2017 FISCAL BUDGET FOR THE DEMONSTRATION PROJECT AT THE WASTEWATER TREATMENT PLANT BY BDP TECHNOLOGIES.**

**WHEREAS**, the budget for fiscal year 2016-2017 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

**WHEREAS**, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Administrator; and

**WHEREAS**, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** Authorize an increase in estimated revenues in the Wastewater Fund, Account No. 680-400-7860-7799 in the amount of \$25,000 for technical support on the Demonstration Project at the Wastewater Treatment Plant by BDP Technologies.

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**PASSED APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA McGEE, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City of  
6 Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_,  
8 the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

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17 \_\_\_\_\_  
18 BARBARA McGEE, CITY CLERK  
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# California Energy Commission Grant Demonstration Project

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For City of Rialto Wastewater Treatment Plant  
(WWTP)



# **ADDENDUM**

## **Emerging Technologies**

### **for Wastewater Treatment and In-Plant Wet Weather Management**

*Prepared by:*

**Office of Wastewater Management  
U.S. Environmental Protection Agency  
Washington, D.C.**

**EPA 832-R-12-011 Addendum**

**August 2013**



# BDP - Advanced Wastewater Treatment Technology

- **Biological Double Efficiency Process (BDP)** is an advanced wastewater treatment technology
- Emerging Technology Introduced by U.S. EPA  
*'Emerging Technologies for wastewater and In-Plant Wet Weather Management' published by U.S. EPA in Aug. 2013 (EPA 832-R-12-011 Addendum).*
- Over 30 full-scale applications worldwide. The largest installation is 53 MGD system
- BDP on average achieves substantial 50% energy, 30% capital, 50% waste sludge, and excellent pollutant removal efficiency compared to the conventional treatment technologies.



# Recipient of California Energy Commission Grant

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY

EDMUND G. BROWN JR., Governor

## CALIFORNIA ENERGY COMMISSION

1516 NINTH STREET  
SACRAMENTO, CA 95814-5512  
www.energy.ca.gov



July 20, 2016

Mr. Ben Chi Wai Chow  
BDP Technologies  
25241 Paseo De Alicia #225  
Laguna Hills, CA 92653

RE: Notice of Proposed Award for GFO-15-323  
Innovative Water and Energy Efficiency Demonstrations for the Commercial, Industrial or  
Water/Wastewater Sectors

Dear Mr. Chi Wai Chow:

Thank you for submitting the proposal titled "Biological Double-Efficiency Process as an Advanced Biological Wastewater Treatment Method to Achieve Substantial Energy and Water Savings" in response to the California Energy Commission's Grant Funding Opportunity #GFO-15-323 - Innovative Water and Energy Efficiency Demonstrations for the Commercial, Industrial or Water/Wastewater Sectors. I am pleased to inform you that BDP Technologies has been selected as a Recipient for a grant.

This agreement will be scheduled for approval at a future Energy Commission Business Meeting. The Energy Commission Contract Manager will be in contact with you to discuss next steps.

On behalf of the members of the Evaluation and Selection Committee, I thank you and your team for your proposal and your participation in this process. If you have any questions, please contact me at 916.65-4651 or [Phil.Dyer@energy.ca.gov](mailto:Phil.Dyer@energy.ca.gov).

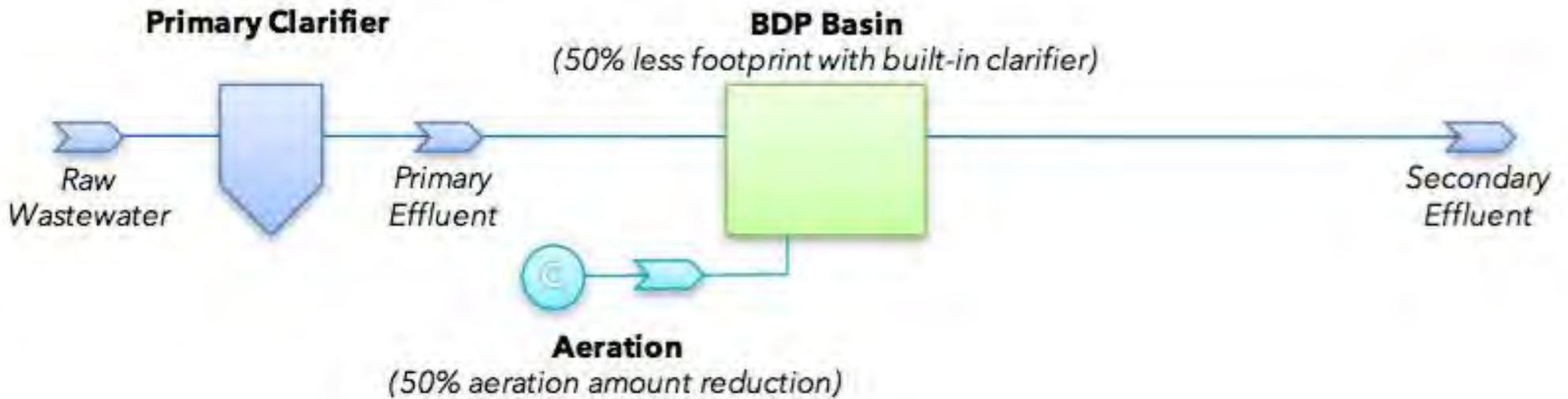
Sincerely,

A handwritten signature in black ink, appearing to read "Phil Dyer", written over a light blue horizontal line.

Phil Dyer  
Agreement Officer



Flow Chart of Conventional Wastewater Treatment Process



Flow Chart of Biological Double-Efficiency Process

# Biological Double-Efficiency Process



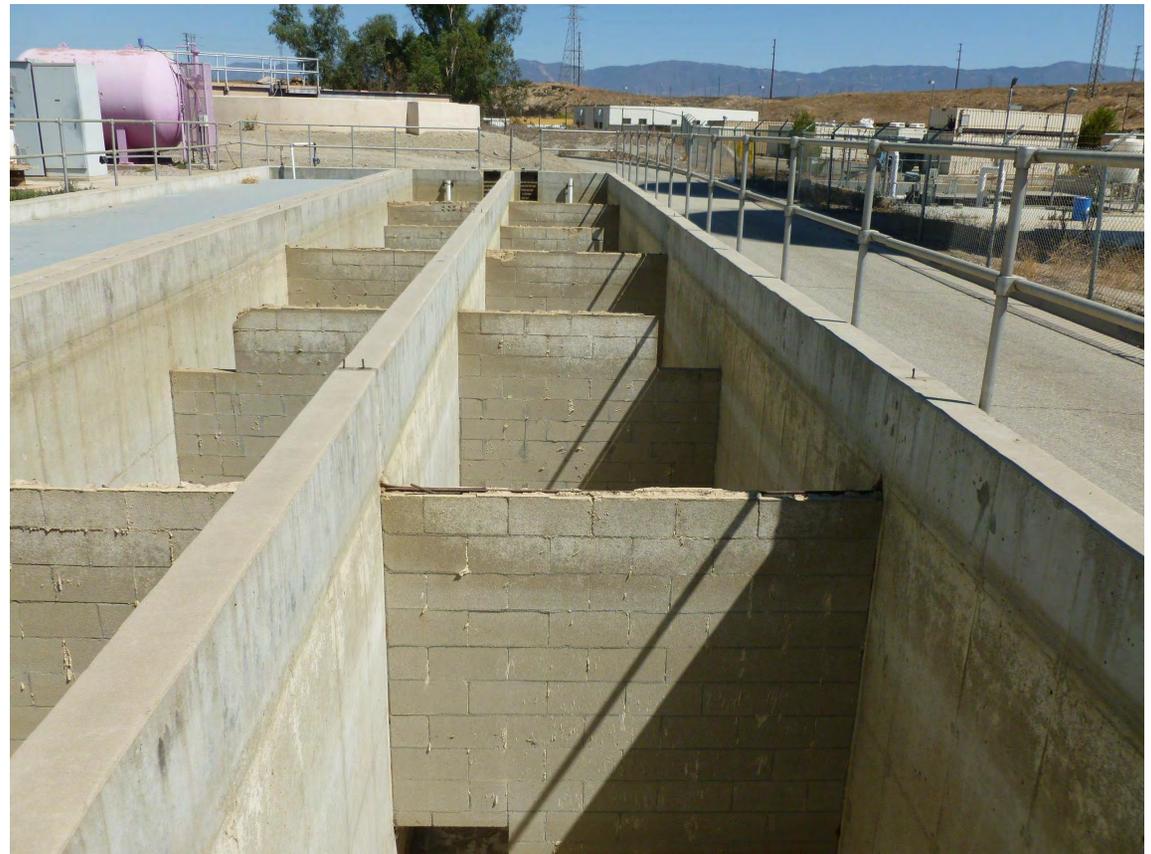
BDP Aeration Air Piping System

BDP Tubular Aerators



# Demonstration Project at City of Rialto WWTP

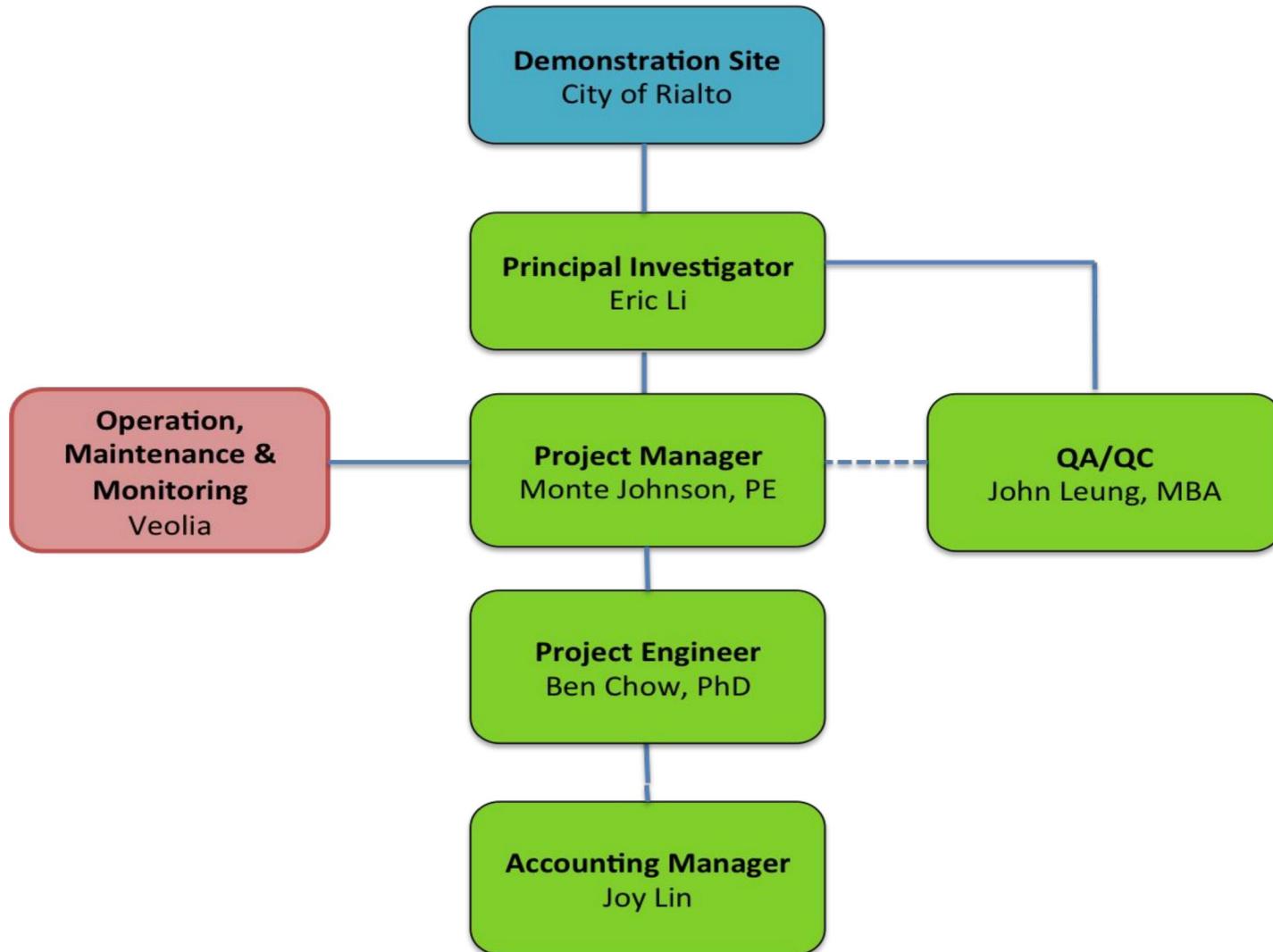
- **Retrofitting abandoned basin with BDP System**
- **Total Project Period: 12 months (outcome of BDP performance can be obtained in the first 3-4 months)**



# Demonstration Project Benefits

- Demonstrate the BDP technology can increase treatment capacity by utilizing the existing treatment basins
- Demonstrate the BDP technology can achieve substantial reduction in energy consumption
- Demonstrate the BDP technology can achieve excellent pollutants removal efficiency for COD, BOD, and Nitrogen

# Demonstration Project Team



# Demonstration Project Tasks

1	Project Administration (BDP)
2	Planning and Engineering Design (BDP)
3	Construction and Equipment Installation (Contractor)
4	Operations, Maintenance, Monitoring and Reporting (Veolia/BDP)
5	Evaluation of Project Benefits (BDP)
6	Technology/Knowledge Transfer Activities (BDP)

# Project Schedule

<b>Task</b>	<b>Date</b>
Rialto City Council Meeting	11/8/16
CEC Business Meeting	10/19/16
BDP System Installation Completion and Commissioning	3/30/17
BDP System Operation & Technology Transfer Activities	4/1/17 - 4/1/18 (12 months)
Baseline of Performance Established	3-4 months after commissioning
BDP System Removal and Basin Restoration	10/3/18



Legislation Details (With Text)

File #: 16-568      Version: 1      Name: E.17  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 8/8/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Receive and File the Interim Financial Report for the fourth quarter of the Fiscal Year thru June 30, 2016.

Sponsors:

Indexes:

Code sections:

Attachments: [Interim Financial Report as of June 30 2016 - 10-26-16](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: George N. Harris II, Asst. to the CA/Director of Administrative Services

Request City Council to Receive and File the Interim Financial Report for the fourth quarter of the Fiscal Year thru June 30, 2016.

**BACKGROUND:**

The City Council adopted the Fiscal Year 2015-16 Budget on June 9, 2016. The interim report attached provides an update on the status of the City's finances as of June 30, 2016, ending the fourth quarter of the fiscal year.

**ANALYSIS/DISCUSSION:**

The fourth quarter interim report is intended to provide an update on the City's finances for the fourth quarter of the fiscal year. It is important to note that these numbers are unaudited and subject to change. The Finance Division staff is currently undergoing the process of closing out Fiscal 2015-16 in preparation for the City's annual audit. Staff analyzes all funds for accuracy and completeness while processing year end transactions. Audit adjustments and accruals that are yet to be receipted or expended, if not already encumbered, are omitted from this report and remain to be processed.

As established in the prior fiscal year, this report excludes the activities of the Rialto Utility Authority (RUA), which were previously reported in the interim reports prior to the Concession Agreement (CA). Rialto Water Services, LLC (RWS), under the Concession Agreement is preparing separate interim financial reports to be presented to Council on activities for RUA for FY2015-16.

The Citywide budgeted revenues and expenditures are \$170M and \$256M respectively. The

General Fund comprises 42% of the revenue budget at \$72M and 31% of budgeted expenditures at \$80M. General Fund revenues received to date are at 99% of budget, which remains in alignment with the prior fiscal year. Utility User Taxes, Sales Taxes and Franchise Fees for the fourth quarter show minimal increases over the fourth quarter of last fiscal year. Remaining consistent with the prior fiscal year, General Fund expenditures are at 93% of budget.

The attached interim report discusses General Fund and all other City fund activities, with the exception of RUA, in more detail.

#### ENVIRONMENTAL IMPACT:

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA). A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Pursuant to Section 15378 (b)(5) a project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

#### GENERAL PLAN CONSISTENCY:

The General Plan's Guiding Principles and Community Values provide the following guidance related to budgeting decisions:

- The quality of public services and facilities reflects the importance City leaders place on the social and physical health of its residents. The City of Rialto is dedicated to providing quality community services to its residents. Essential community services and amenities must meet the needs and desires of our families.
- First impressions matter. The quality and standards of our streetscapes and public spaces will reflect the high quality of development we require.
- Infrastructure must keep pace with our growth. Every act of construction will result in the improvement and enhancement of both the public and private realms.

#### LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

#### FINANCIAL IMPACT:

The attached interim report provides an update on the status of the City's finances as of June 30, 2016, ending the fourth quarter of the fiscal year.

#### RECOMMENDATION:

Staff recommends that the City Council receive and file. No action is required at this time.

# Interim Financial Report

Projected 12 months ended June 30, 2016

(95% of the year complete)

This interim report provides an update on the status of the City's finances as of June 30, 2016, the fourth quarter of Fiscal Year 2015-16. It is important to note that these numbers are unaudited and subject to change. The Finance Division staff is currently undergoing the process of closing out Fiscal 2015-16 in preparation for the City's annual audit. Staff analyzes all funds for accuracy and completeness while processing year end transactions. Audit adjustments and accruals that are yet to be receipted or expended, if not already encumbered, are omitted from this report and remain to be processed.

As established in the prior fiscal year, this report excludes the activities of the Rialto Utility Authority (RUA), which were previously reported in the interim reports prior to the Concession Agreement (CA). Rialto Water Services, LLC (RWS), under the Concession Agreement is preparing separate financial reports to be presented to Council on activities for RUA.

The table below shows Citywide Revenues and Expenditures through the fourth quarter. It includes budget adjustments approved by Council through the fourth quarter, and rolled-forward purchase order encumbrances from the previous fiscal year. The \$1.38M budget carry forward from the previous year, which the City Council approved in December, is reflected in these figures.

## City of Rialto

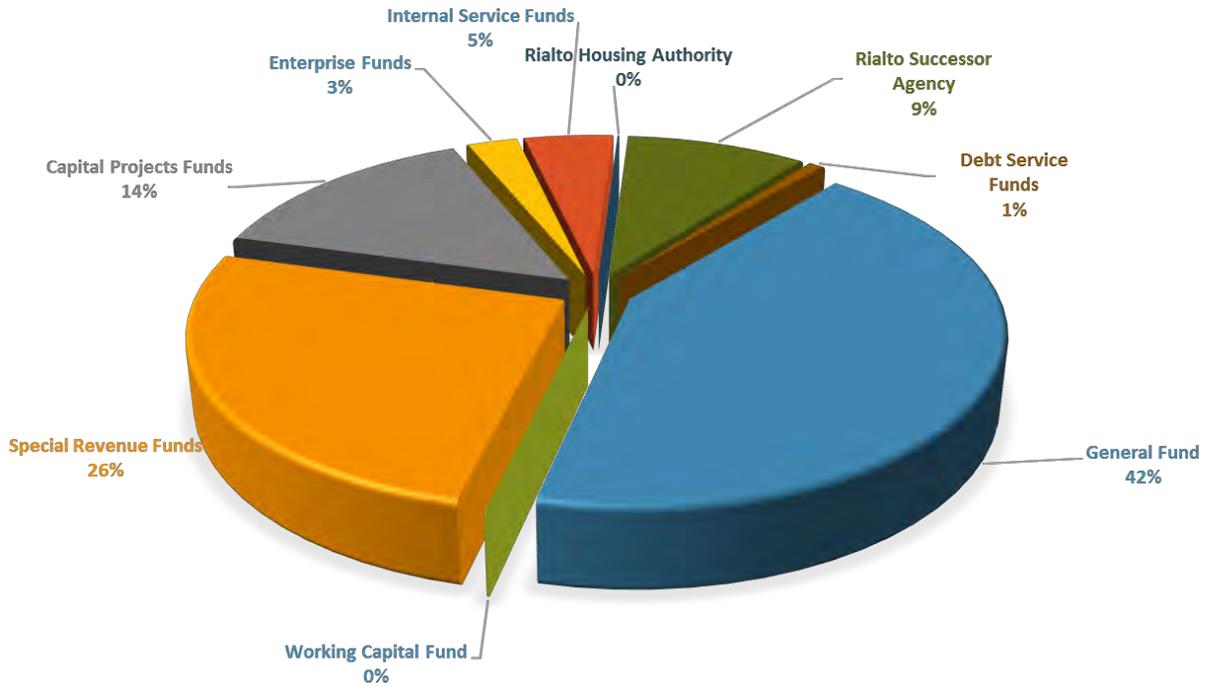
### Budget Year 2015-2016

#### REVENUE & EXPENDITURE SUMMARY - ALL FUNDS

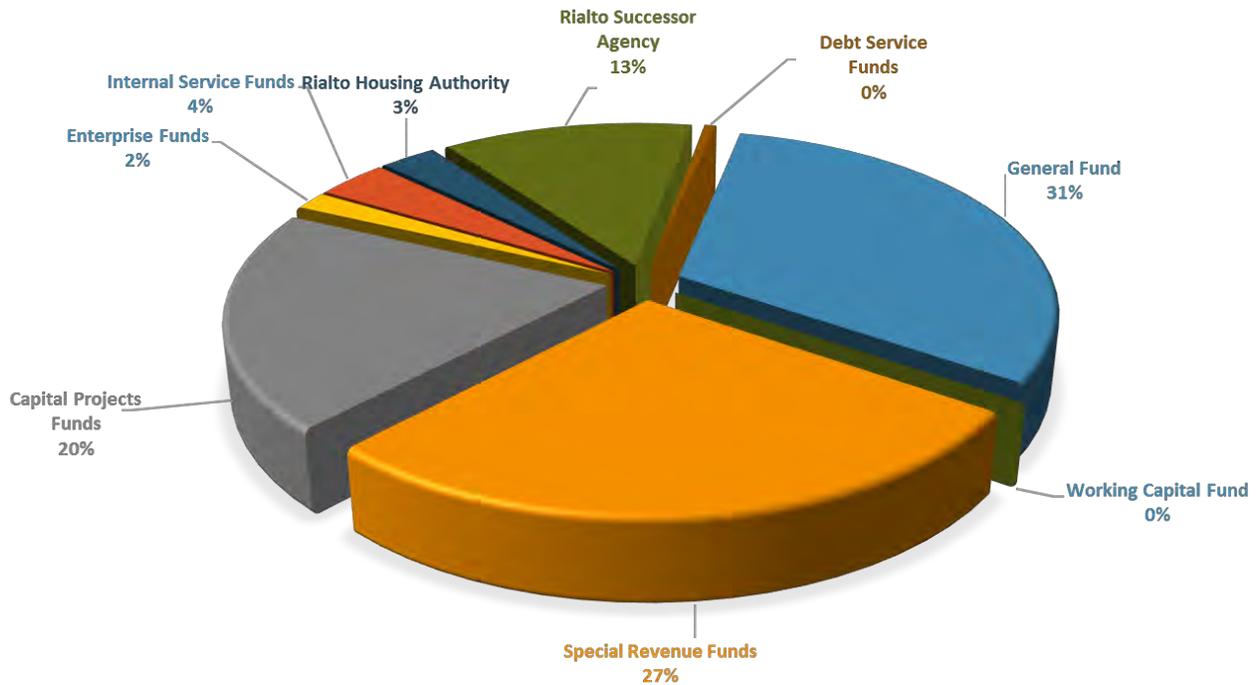
	Adjusted BUDGET FY2015/2016	4th QTR PROJECTED FY2015/2016	Variance Over/(Under)	% Actual
<b>Total City Revenues by Fund</b>				
General Fund	72,227,469	71,374,582	(852,887)	99%
Working Capital Fund	44,000	76,767	32,767	174%
Special Revenue Funds	43,636,927	20,740,009	(22,896,917)	48%
Capital Projects Funds	24,563,261	24,974,504	411,243	102%
Enterprise Funds	4,424,777	4,355,907	(68,870)	98%
Internal Service Funds	7,843,214	7,719,118	(124,096)	98%
Rialto Housing Authority	113,700	123,558	9,858	109%
Rialto Successor Agency	15,815,969	16,692,827	876,858	106%
Debt Service Funds	1,262,836	1,274,399	11,563	101%
<b>Total</b>	<b>169,932,153</b>	<b>147,331,671</b>	<b>(22,600,482)</b>	<b>87%</b>
<b>Total City Expenditures by Fund</b>				
General Fund	80,110,461	74,204,434	(5,906,027)	93%
Working Capital Fund	-	-	-	0%
Special Revenue Funds	70,453,843	27,053,056	(43,400,787)	38%
Capital Projects Funds	50,905,083	11,047,120	(39,857,963)	22%
Enterprise Funds	4,205,308	3,971,451	(233,856)	94%
Internal Service Funds	9,232,622	6,188,512	(3,044,110)	67%
Rialto Housing Authority	7,249,770	6,947,711	(302,059)	96%
Rialto Successor Agency	32,575,518	30,286,049	(2,289,468)	93%
Debt Service Funds	1,450,210	1,434,360	(15,850)	99%
<b>Total</b>	<b>256,182,814</b>	<b>161,132,693</b>	<b>(95,050,120)</b>	<b>63%</b>
<b>Excess Revenues (Expenditures)</b>	<b>(86,250,661)</b>	<b>(13,801,023)</b>		

The General Fund budget comprises forty-two percent of the Citywide Revenues and thirty-one percent of Citywide Expenditures. The following pages discuss the activities in the General Fund revenues and expenditures followed by a discussion of the activities in all other funds.

### FY2015-16 REVENUE BUDGET - ALL FUNDS



### FY2015-16 EXPENDITURE BUDGET - ALL FUNDS



## General Fund Revenues

On June 9, 2015, Council adopted a general fund budget consisting of \$67.7M of revenues. The general fund revenue budget was increased a total of approximately \$4.5M. The adoption of the business license tax on wholesale liquid fuel storage facilities and Airport land sales proceeds are responsible for approximately seventy-seven percent of the general fund revenue budget increase. The subsequent table outlines the changes in the FY2015-16 general fund revenue budget since adoption.

### **FY2015-16 GENERAL FUND REVENUE BUDGET**

FY2015-16 Original Adopted Budget		67,691,785.00
	Carry-Forward	529,423.00
CC MTG 7-28-15 RESO 6787	Kaiser Grant	10,000.00
CC MTG 8-25-15 RESO 6803	RUSD School Resource Officer	30,000.00
CC MTG 10-13-15 RESO 6834	Purchase and Sale Agreement APN#0240-241-10,38,56	50,000.00
CC MTG 12-08-15 RESO 6860	9-1-1 Equipment from State of CA	11,850.10
CC MTG 05-10-16 TAB 4	Mid-Year	1,511,041.00
CC MTG 06-28-16 TAB 11	Medi-Cal Intergovernmental Transfer Program	2,393,370.00
<b>FY2015-16 Current Adjusted Budget</b>		<b><u>72,227,469.10</u></b>

With ninety-five percent of the year complete actual revenues are at ninety-nine percent of budget, which is slightly above the prior fiscal year (due to a slightly delayed presentation). Despite the budget-to-actual variance at the completion of the fourth quarter, staff anticipates General Fund revenues will continue to remain in accordance with budget as additional revenues are accrued during the recognition period. Variances and exceptions are discussed in further detail in the following paragraphs.

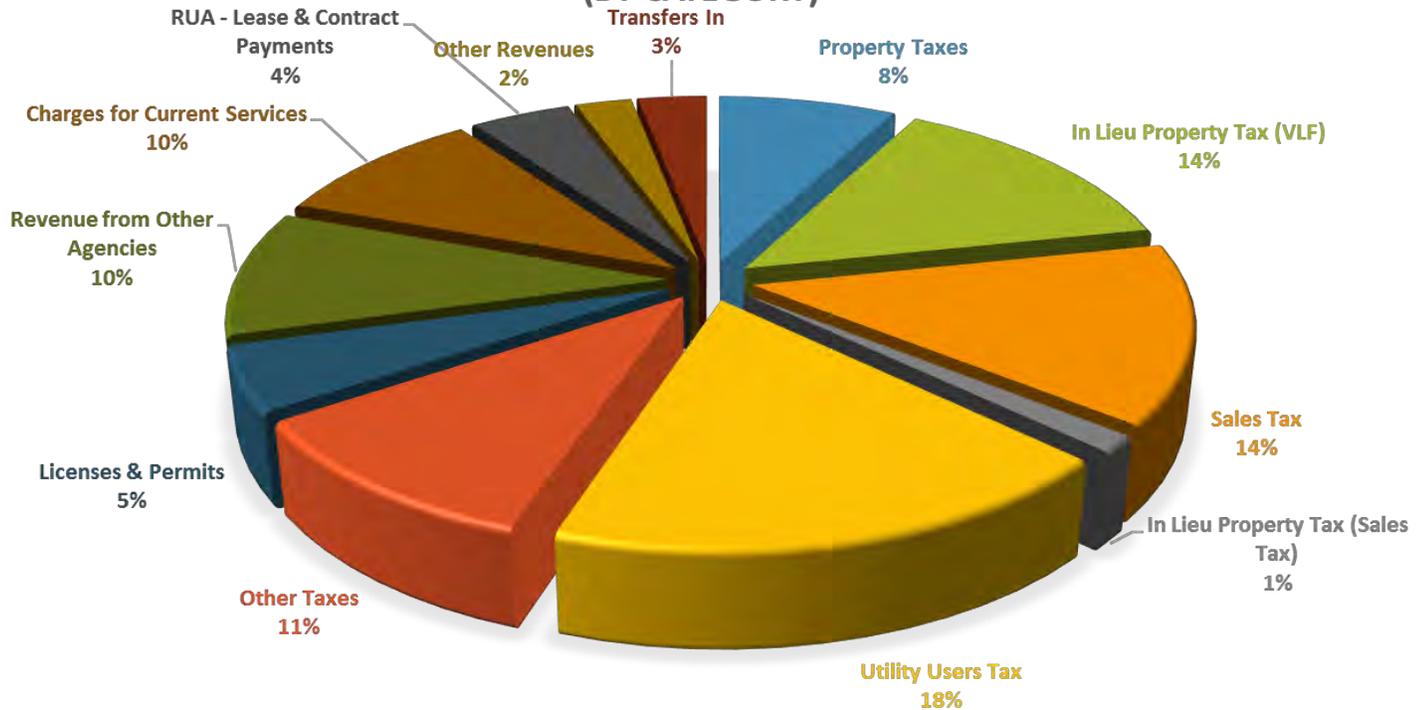
The Table below shows the General Fund revenues through the fourth quarter of FY2015-16:

### **GENERAL FUND - REVENUE SUMMARY BY CATEGORY**

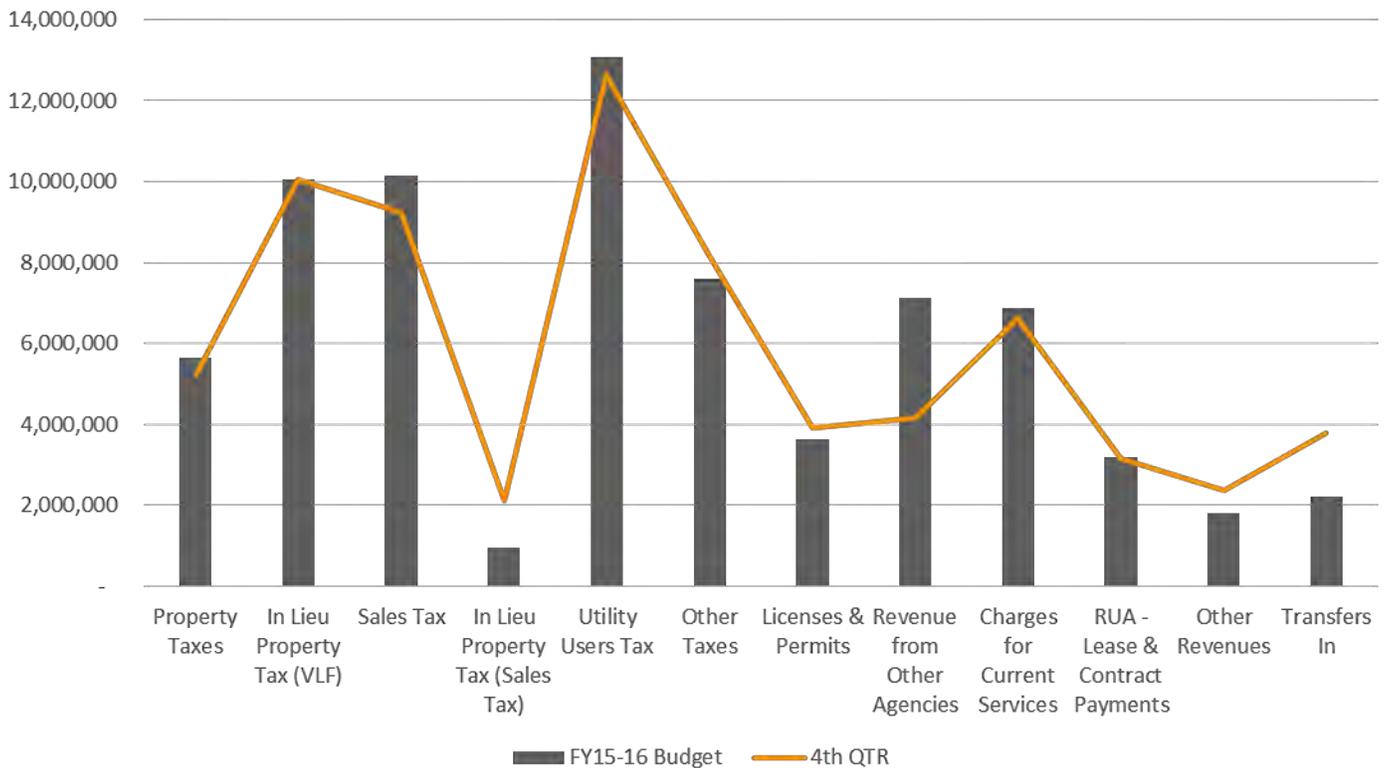
	<b>Adjusted BUDGET FY2015/2016</b>	<b>4th QTR PROJECTED FY2015/2016</b>	<b>Variance Over/(Under)</b>	<b>% Actual</b>
<b>Taxes</b>				
Property Taxes	5,630,000	5,244,010	(385,990)	93%
In Lieu Property Tax (VLF)	10,043,000	10,043,391	391	100%
Sales Tax	10,147,750	9,236,209	(911,541)	91%
In Lieu Property Tax (Sales Tax)	949,530	2,100,079	1,150,549	221%
Utility Users Tax	13,080,000	12,620,908	(459,092)	96%
Other Taxes	7,589,145	8,157,143	567,998	107%
<b>Taxes</b>	<b>47,439,425</b>	<b>47,401,740</b>	<b>(37,685)</b>	<b>100%</b>
Licenses & Permits	3,626,120	3,899,686	273,566	108%
Fines, Forfeits & Penalties	574,800	545,896	(28,904)	95%
Use of Money & Property	473,150	790,561	317,411	167%
Revenue from Other Agencies	7,121,487	4,155,277	(2,966,210)	58%
Charges for Current Services	6,882,500	6,613,569	(268,931)	96%
Restricted Revenues	-	81	81	0%
RUA - Lease & Contract Payments	3,168,000	3,167,530	(470)	100%
Other Revenues	745,600	1,021,154	275,554	137%
Transfers - Pers Property Tax	200	219	19	110%
Transfers In	2,196,187	3,778,869	1,582,682	172%
<b>Total General Fund Revenues</b>	<b>72,227,469</b>	<b>71,374,582</b>	<b>(815,202)</b>	<b>99%</b>

## FY2015-16 GENERAL FUND REVENUE BUDGET

(BY CATEGORY)\*



## FY2015-16 GENERAL FUND REVENUE (BY CATEGORY) BUDGET-TO-ACTUAL\*



\*For the above charts Fines, Forfeitures & Penalties, Use of Money & Property, and Restricted Revenues are combined with Other Revenues and Transfers - Pers Property Tax and Transfers In are combined.

**Utility User Tax** – Through the end of the fourth quarter, current receipts reflect a \$14K decrease over last year. Specifically due to the delay in scheduled rate increases in water and wastewater, along with the water conservation requirements imposed by the State of California. The receipts are in just below current year projections.

**Sales Tax** – In FY2015-16 projected Sales Tax Revenues exceeded the revised budget estimate by \$239K although still a decrease from last year by \$136K due to the sale of a major sales tax provider resulting a change of sales tax desk location. The City has historically received Sales Tax for the 4<sup>th</sup> Quarter into September of the following fiscal year. The City also received a final reimbursement of approximately \$1M related to the reconciliation of the State of California's Triple Flip program. Accruals for Sales Tax were recorded as received.

**Franchise fees** – Non-departmental franchise revenues through the end of the fourth quarter are in alignment with revenues for the prior fiscal year.

**Business Licenses** – In FY2015-16 Business Licenses Revenues are at 102% of budget through the end of the fourth quarter. Business License Revenue estimates were decreased from the original estimate due to staffing levels and Measure U.

**Revenue From Other Agencies** – In FY2015-16 Council approved the City's participation in the Medi-Cal Intergovernmental Transfer Program on June 26, 2016 increasing estimated revenues by \$2.4M. This creates the illusion of an over estimation of current-year revenue collections.

**RUA Lease and Contract Payments** – Based on the Concession Agreement, the General Fund realizes these revenues in the second and fourth quarters of each fiscal year. Previously, the City had recognized these payments in the first and third quarters.

**Transfer revenues** - The major revenues that transfer into the General Fund for this fiscal year are the Airport land sales proceeds and Gas Tax Transfer. The Airport transferred approximately \$441K to the General Fund. The Gas Tax transfer is approximately \$2.9M to cover transportation-related activities. The transfer amount is dependent on funds available in the Gas Tax Fund.

Overall, actual General Fund revenues appear to be in line with budget at this time, showing a sustained collections in receipts in relation to the fourth quarter of the last fiscal year. It is anticipated that, through the accrual process, actual FY2015-16 General Fund revenues will collectively parallel the budget.

## General Fund Expenditures

On June 9, 2015, Council adopted a general fund budget consisting of \$72.5M of expenditures including \$4.5M of reserve fund balance appropriated for capital projects. The general fund expenditure budget was increased a total of \$7.6M. Authorized FY2014-15 purchase orders totaling \$1.4M that were required to be carried forward increased FY2014-15 fund balance and increased the FY2015-16 expenditure budget. In addition, approximately \$1.9M in capital projects and grant budget carried forward from FY2014-15, \$2M in Medi-Cal Intergovernmental Transfer Program and Mid-Year adjustments of \$1.5M are responsible for eighty-nine percent of the increase in the general fund expenditure budget. Overall, adjusted General Fund expenditures exceed the adjusted General Fund revenues by \$7.9M due to the aforementioned budget adjustments. The following table outlines the changes in FY2015-16 general fund expenditure budget since adoption.

### **FY2015-16 GENERAL FUND EXPENSE BUDGET**

FY2015-16 Original Adopted Budget		72,532,245.00
	PO Roll-Forward	1,371,244.56
	Carry-Forward	1,913,888.00
CC MTG 7-28-15 RESO 6787	Kaiser Grant	10,000.00
CC MTG 7-28-15 RESO 6790	Fire Station 201 Remodel	25,000.00
B003 7-31-15 TRSF BGT IT PT STAFF	780-500-2152-2022 to 010-500-2154-1*	16,700.00
CC MTG 8-25-15 RESO 6810	Double Barrel Environmental (Hazardous Waste)	55,000.00
CC MTG 10-13-15 RESO 6834	Purchase and Sale Agreement APN#0240-241-10,38,56	50,000.00
CC MTG 11-10-15 RESO 6852	Additional Funding - Pool Deck Resurfacing Project	159,075.00
CC MTG 12-05-15 RESO 6860	9-1-1 Equipment from State of CA	11,850.10
CC MTG 12-05-15 RESO 6862	Purchase of eProcurement Software	25,000.00
CC MTG 01-12-16 TAB 6	Kratos Alarm Monitoring Services	22,000.00
CC MTG 01-26-16 TAB 6	SBVMWD Turf Removal Grant Match	209,453.00
CC MTG 03-22-16 E-3	Renewal of Nixle 360 Platform	23,000.00
CC MTG 03-22-16 E-4	2-Hot-Uniforms for Fire	42,450.00
CC MTG 03-22-16 TAB 3	New Generator Fire Station 201	46,810.00
CC MTG 04-26-16 TAB 6	Maintenance & Repairs Fire Department Apparatus	80,000.00
CC MTG 05-10-16 TAB 4	Mid-Year	1,518,320.00
CC MTG 06-28-16 TAB 11	Medi-Cal Intergovernmental Transfer Program	1,998,425.00
		<b><u>80,110,460.66</u></b>

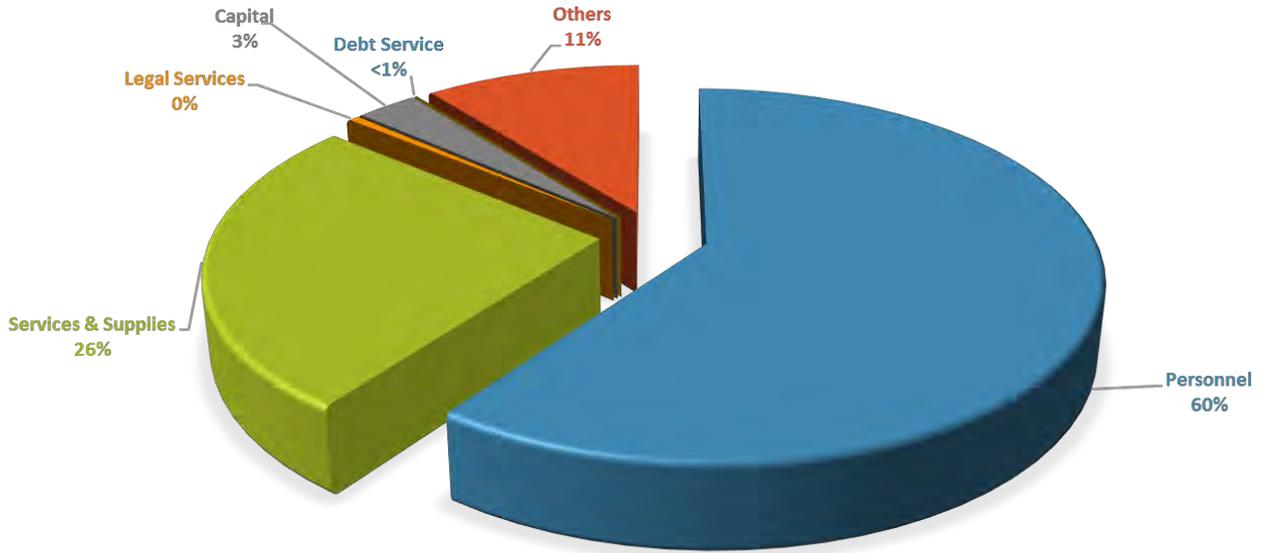
### **FY2015-16 Current Adjusted Budget**

With ninety-five percent of the year complete, actual expenditures are at ninety-three percent of budget. The Table below illustrates General Fund Expenditures by category and shows actual expenditures to date totaling \$74M for the fourth quarter. The table shows that operating expenditures are relatively in line with budget. Services & Supplies are below budget due to \$4.4M of Medi-Cal Intergovernmental Transfer Program appropriations approved in June. The Capital Expenditures budget remains available, mostly due to the fact that the majority of the large capital projects are in the design or planning phases, and will incur most of their costs in the construction phase. The Others category includes the transfer for the General Fund fund balance reserve use of \$4.7M (when including projects approved during the fiscal year) completed in the fourth quarter.

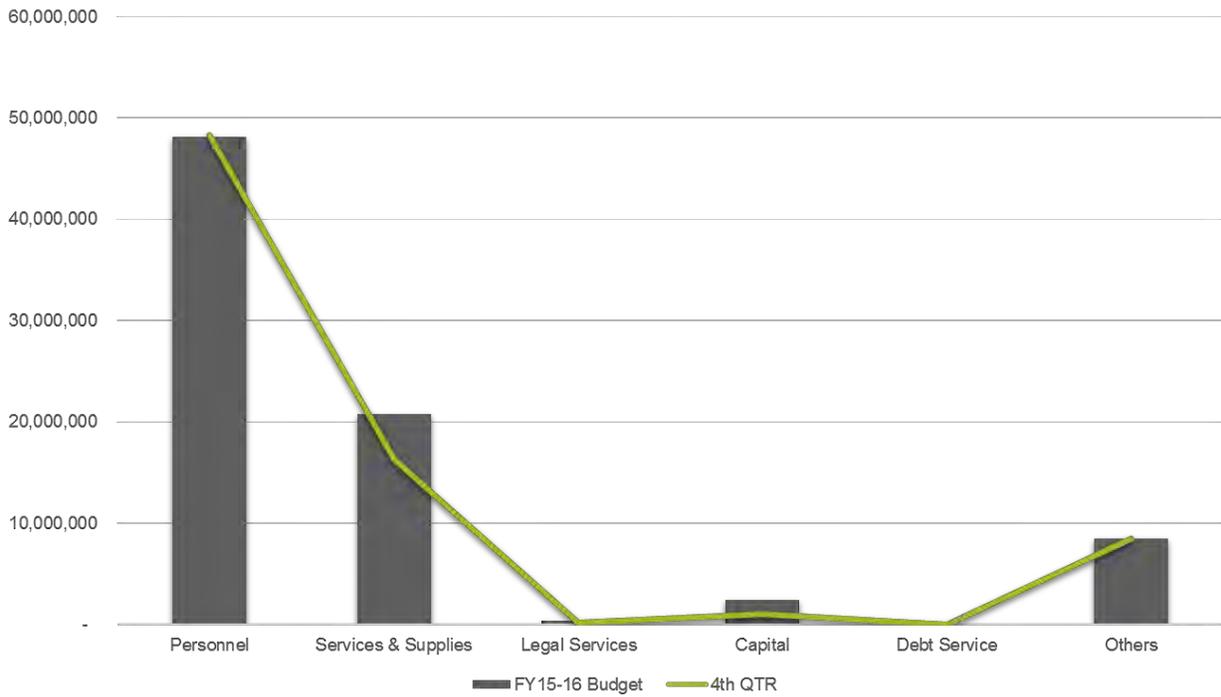
### **Expenditures by Category**

	<b>Adjusted BUDGET FY2015/2016</b>	<b>4th QTR PROJECTED FY2015/2016</b>	<b>Variance Over/(Under)</b>	<b>% Expended</b>
Personnel	48,121,615	48,311,160	189,544	100%
Services & Supplies	20,744,790	16,306,163	(4,438,627)	79%
Legal Services	376,351	133,358	(242,993)	35%
Capital	2,384,033	971,963	(1,412,070)	41%
Debt Service	5,000	3,119	(1,881)	62%
Others	8,478,672	8,478,672	0	100%
<b>Total General Fund Expenditures</b>	<b>80,110,461</b>	<b>74,204,434</b>	<b>(5,906,027)</b>	<b>93%</b>

### FY2015-16 GENERAL FUND EXPENDITURE BUDGET (BY CATEGORY)



### FY2015-16 GENERAL FUND EXPENDITURE (BY CATEGORY) BUDGET-TO-ACTUAL

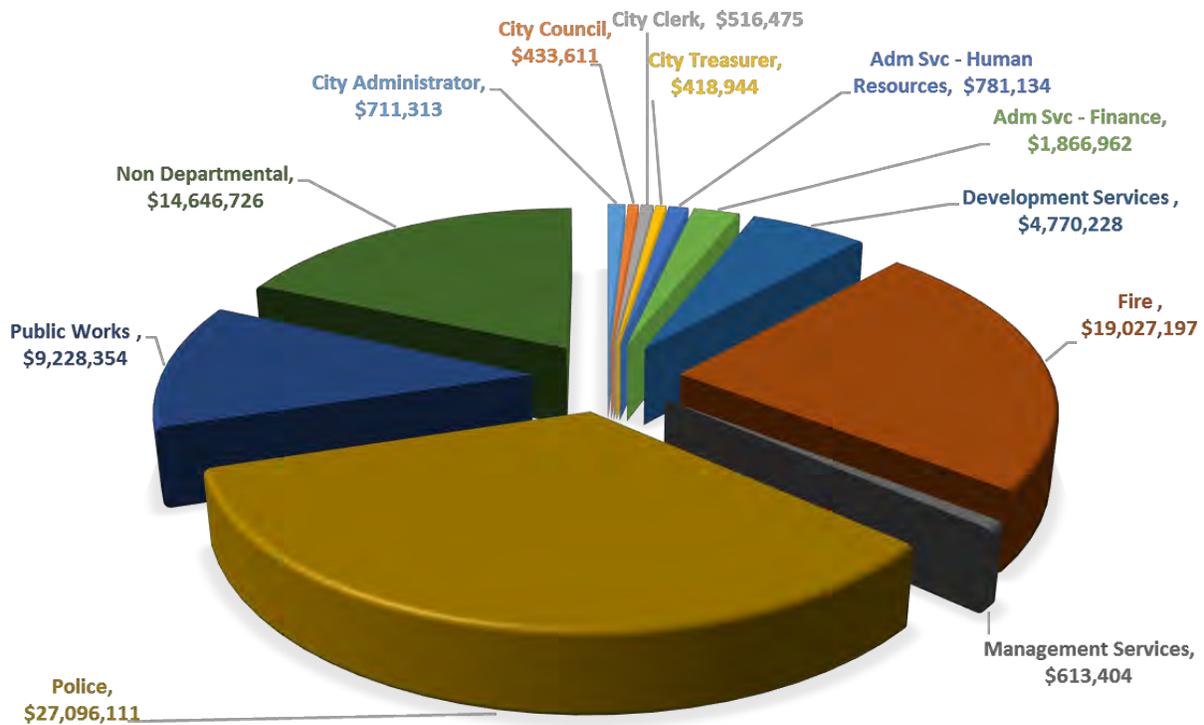


The table below examines General Fund expenditures by department, illustrating that most departmental expenditures are in-line budget due to conservative adjustments made with Mid-Year budget review. Development Services expenditures are 78% of budget due to some contract services not yet utilized. The transfer for the General Fund fund balance reserve use approved with Mid-Year of \$4.7M was completed during the fourth quarter.

### Expenditures by Department

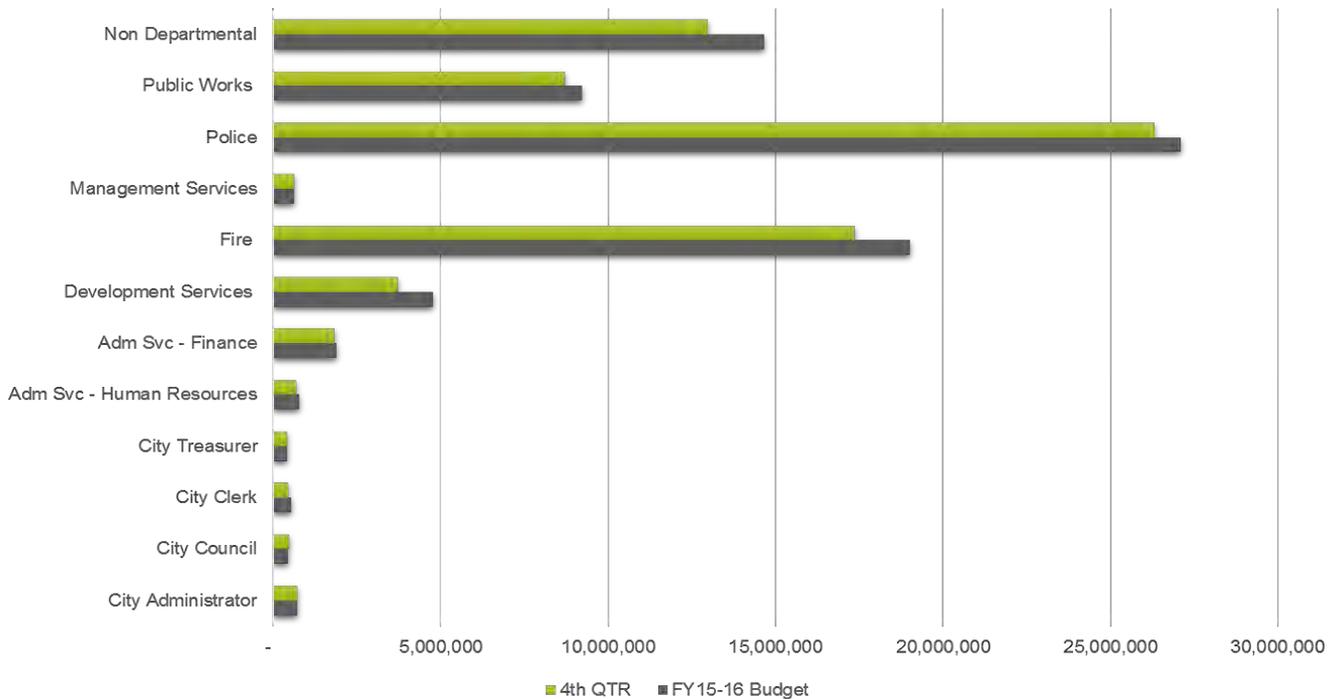
Department	Adjusted BUDGET FY2015/2016	4th QTR PROJECTED FY2015/2016	Variance Over/(Under)	% Expended
City Administrator	711,313	718,813	7,500	101%
City Council	433,611	457,954	24,343	106%
City Clerk	516,475	452,562	(63,914)	88%
City Treasurer	418,944	412,651	(6,293)	98%
Adm Svc - Human Resources	781,134	673,601	(107,533)	86%
Adm Svc - Finance	1,866,962	1,820,815	(46,147)	98%
Development Services	4,770,228	3,702,041	(1,068,187)	78%
Fire	19,027,197	17,357,874	(1,669,323)	91%
Management Services	613,404	608,098	(5,306)	99%
Police	27,096,111	26,327,539	(768,572)	97%
Public Works	9,228,354	8,691,944	(536,410)	94%
Non Departmental	14,646,726	12,980,541	(1,666,185)	89%
<b>Total Expenditures</b>	<b>80,110,461</b>	<b>74,204,434</b>	<b>(5,906,027)</b>	<b>93%</b>

### GENERAL FUND - BUDGET BY DEPARTMENT



All departments have maintained their expenditures within budget. Some salary savings may be anticipated across the board due to vacant positions that remain unfilled.

## FY2015-16 GENERAL FUND EXPENDITURE BUDGET-TO-ACTUAL (BY DEPARTMENT)



### General Fund Reserves

The City adopted a reserve policy which requires fifty percent of the budgeted General Fund expenditures to be reserved for contingencies. General Fund contingency reserves are used for cash flow to cover operational deficits throughout the year. The audited FY2014-15 General Fund reserve

balance as of June 30, 2014 was \$59M. On June 9, 2016, City Council adopted a balanced budget consisting of revenues and expenditures totaling \$67.7M. Factoring out the (\$1.4M) of encumbered purchase orders that rolled to FY2015-16, (\$1.4M) net carry forward budget, and the (\$287K) remaining budget adjustments through June 30, 2016 the FY2015-16 General Fund reserve balance is projected to be \$51M. The table to the left illustrates that the projected FY2015-16 available General Fund reserve of \$51M is adequate to satisfy the fifty percent, or \$35M, reserve policy restriction projecting forward for

General Fund 010	34,478,337
Working Capital 030	<u>24,557,982</u>
<b>Total Audited Fund Balance at June 30, 2015</b>	<b>59,036,319</b>
FY2015-16 Projected Operational Revenues	<b>67,691,785</b>
FY2015-16 Projected Operational Expenditures	<b>(67,833,370)</b>
FY2015-16 Capital Outlay Reserve Use	<b>(4,698,875)</b>
FY2014-15 PO Rolls to FY2015-16	<b>(1,371,245)</b>
FY2014-15 Net Carry-Forward to FY2015-16	<b>(1,384,465)</b>
FY2015-16 Recorded Net Budget Adjustments as of June 30, 2016	<b>(286,822)</b>
<b>Projected Fund Balance at June 30, 2016</b>	<b>51,153,327</b>
Less \$5M Non-Operational Contingency Reserve	<b>(5,000,000)</b>
Less Advances to Other Funds	<b>(1,400,000)</b>
Less Prepaid Expenses	<b>(13,919)</b>
Less Inventory	<b>(64,051)</b>
<b>Non-Spendable Fund Balance</b>	<b>(6,477,970)</b>
<b>Available Balance Before Policy Restriction June 30, 2016</b>	<b>44,675,357</b>
Available Fund Balance	44,675,357
Less 50% Reserve Policy Restriction	<b>(34,745,718)</b>
<b>Available Balance Over/(Under) Policy Restriction June 30, 2016</b>	<b>9,929,639</b>
FY16-17 Capital Outlay Reserve Use	<b>(7,401,282)</b>
FY16-17 OPEB Reserve Use	<b>(1,848,030)</b>
<b>Available Balance Over/(Under) Policy Restriction June 30, 2017</b>	<b>680,327</b>

FY2015-16. Accounting for the \$5M contingency reserve for future capital projects, and other non-spendable reserves of \$1.5M the projected spendable balance for FY2015-16 is \$44.7M, which results in a reserve balance of \$0.6M in excess of the policy restriction. In the FY16-17 Budget, adopted June 14, 2016, \$4.98M of the excess above the policy restriction has been allocated to capital projects and funding the Other Post-Employment Benefits (OPEB) unfunded liability.

## City Wide All Other Funds

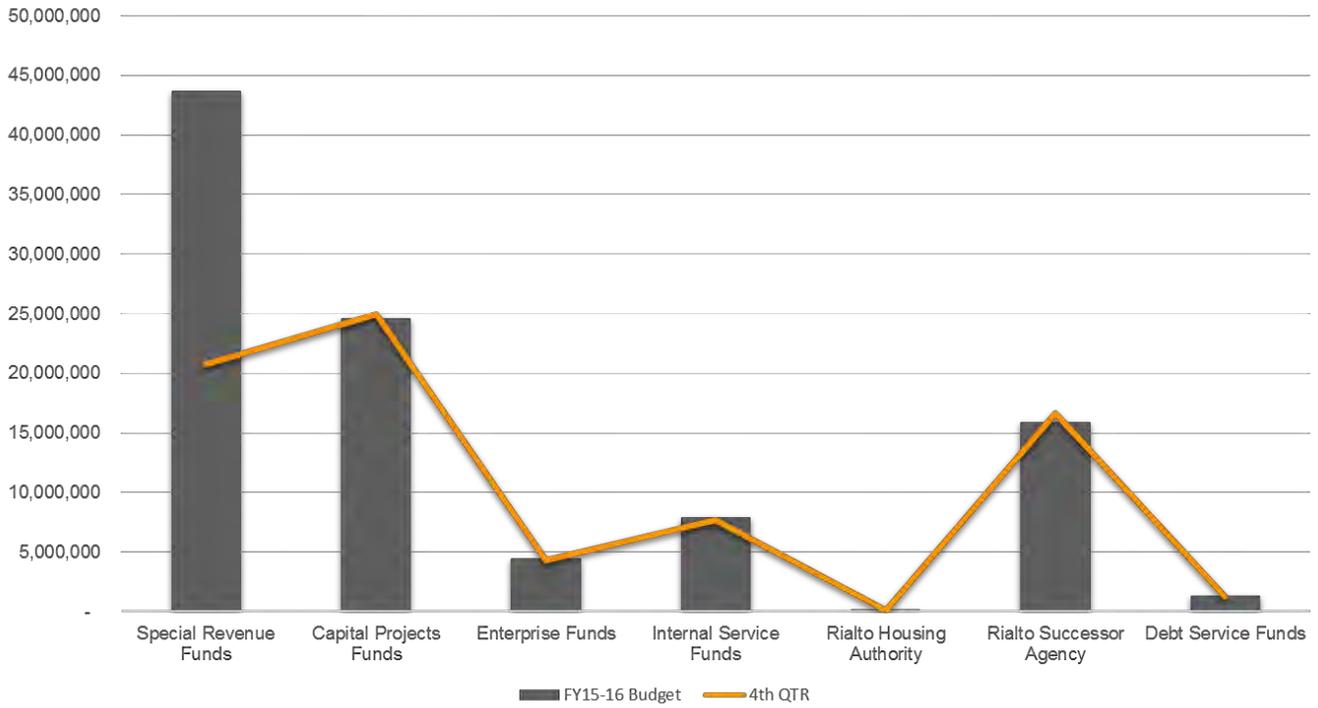
The remaining City funds are composed of Special Revenue Funds, Capital Projects Funds, Enterprise Funds, Internal Service Funds and Debt Service Funds. The following section discusses the activities relating to these funds. As shown in the table below, the Special Revenue, Capital Projects and Rialto Successor Agency fund categories comprise eighty-one percent of the budget, with the discussion focusing on those funds.

### **City of Rialto Budget Year 2015-2016**

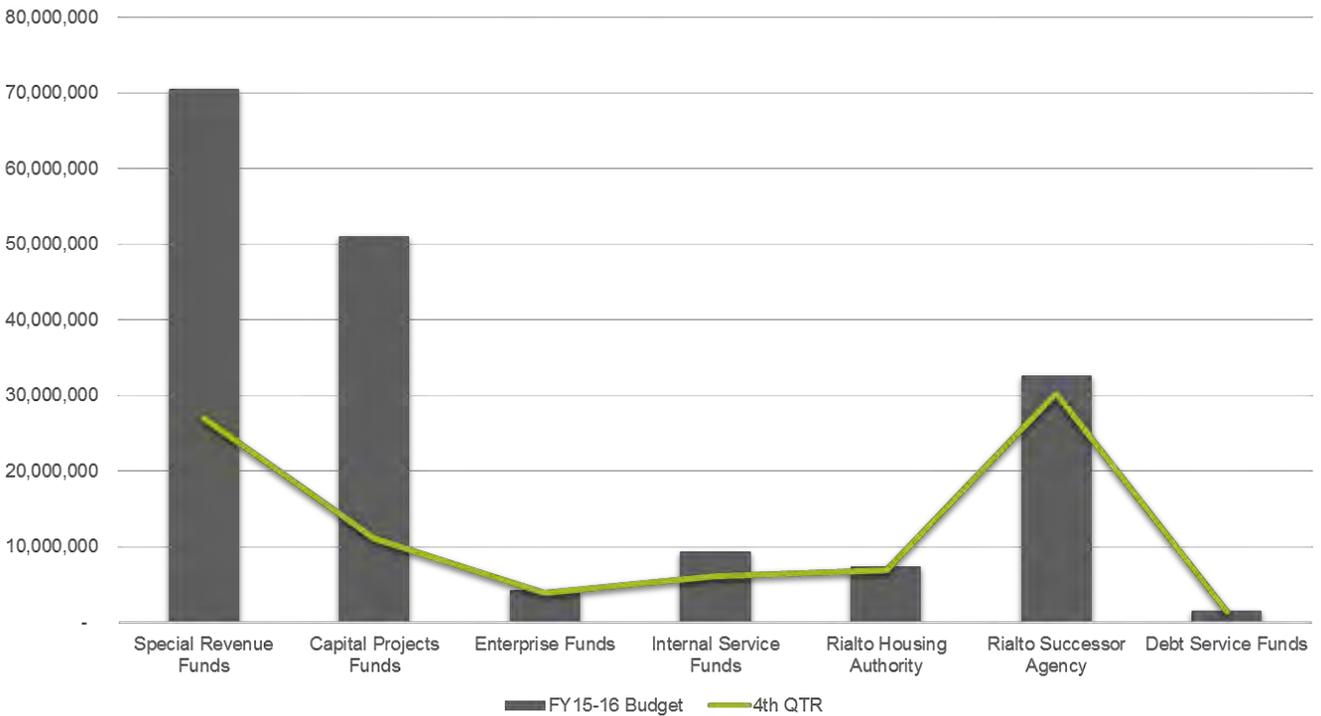
#### **REVENUE & EXPENDITURE SUMMARY - ALL OTHER FUNDS**

	<b>Current BUDGET FY2015/2016</b>	<b>4th QTR PROJECTED FY2015/2016</b>	<b>Variance Over/Under</b>	<b>% Actual</b>
<b>Total City Revenues by Fund</b>				
Special Revenue Funds	43,636,927	20,740,009	(22,896,917)	48%
Capital Projects Funds	24,563,261	24,974,504	411,243	102%
Enterprise Funds	4,424,777	4,355,907	(68,870)	98%
Internal Service Funds	7,843,214	7,719,118	(124,096)	98%
Rialto Housing Authority	113,700	123,558	9,858	109%
Rialto Successor Agency	15,815,969	16,692,827	876,858	106%
Debt Service Funds	1,262,836	1,274,399	11,563	101%
<b>Total</b>	<b>97,660,684</b>	<b>75,880,322</b>	<b>(21,780,362)</b>	<b>78%</b>
<b>Total City Expenditures by Fund</b>				
Special Revenue Funds	70,453,843	27,053,056	(43,400,787)	38%
Capital Projects Funds	50,905,083	11,047,120	(39,857,963)	22%
Enterprise Funds	4,205,308	3,971,451	(233,856)	94%
Internal Service Funds	9,232,622	6,188,512	(3,044,110)	67%
Rialto Housing Authority	7,249,770	6,947,711	(302,059)	96%
Rialto Successor Agency	32,575,518	30,286,049	(2,289,468)	93%
Debt Service Funds	1,450,210	1,434,360	(15,850)	99%
<b>Total</b>	<b>176,072,353</b>	<b>86,928,259</b>	<b>(89,144,094)</b>	<b>49%</b>
<b>Excess Revenues (Expenditures)</b>	<b>(78,411,669)</b>	<b>(11,047,937)</b>		

## FY 2015-16 ALL OTHER FUNDS BUDGET-TO-ACTUAL REVENUES



## FY 2015-16 ALL OTHER FUNDS BUDGET-TO-ACTUAL EXPENDITURES



**Special Revenue Funds** - The funds in this grouping are restricted funds to be used for specific purposes. This funding category includes: Transportation-related funds such as Measure I and Gas Tax Funds; Development Impact Fees; Waste Management activities, Landscape & Lighting Special Districts, Police Asset Forfeitures and grant-related funds.

Development Impact Revenues of approximately \$4M were collected through the fourth quarter. Additional receipts for the quarter derive from Measure I, Gas Tax, Waste Management and grant revenue.

Special Revenue Fund expenditure budget is \$70.5M, of which capital budget is \$59M (84% of the budget). Actual capital expenditures and encumbrances through the fourth quarter are \$20M. The majority of capital project funding is derived from Measure I, Gas Tax, Development Impact fees and Community Development Block Grant (CDBG). Capital budget will be expended under their approved project schedules.

**Capital Projects Funds** – Are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of major capital facilities and other capital assets. This group includes the Airport Revitalization, the General Fund fund balance reserves expenditures along with Fair Share Fee improvements.

**Enterprise Funds** – Enterprise funds are municipal services for which fees are charged in exchange for goods or services, such as Airport, Cemetary, Recreation & Community Services and Utility Services. As previously mentioned, the RUA activities have been excluded from this interim report, and will be reported in a separate report to Council.

**Internal Service Funds** – Internal service funds are established to account for any activities that provide goods or services to other funds or departments on a cost-reimbursement or allocation basis. Revenues are at 98% of budget and represent direct cost recoveries in expenditures for fleet services, information technology services (ITS), workers' compensation and general liability.

**Rialto Housing Authority** - On November 4, 2003 the City Council established the Rialto Housing Authority ("Authority") in accordance with California Health and Safety Code Section 34200-34606. The Authority enables the City to engage in affordable housing projects that includes new development or acquisition and rehabilitation of residential units. As of February 1, 2012, due to the dissolution of the Redevelopment Agency, the Authority assumed the Former Redevelopment Agency housing assets. The revenues collected this quarter are related to Former Redevelopment low and moderate income loan activities. At this point the expenditures are personnel related for administration of the Authority and debt related for the repayment of one of two HELP loans.

**Rialto Successor Agency** – The funds in this grouping account for the dissolution of the Former Redevelopment Agency. The budgeted and actual items are a result of approval of the Recognized Obligation Payment Schedule by the Oversight Board and the Department of Finance. Actual expenditures consist primarily of capital outlay from the 2008A bond proceeds and debt payments from the Successor Agency.

**Debt Service Funds** – Includes the Sewer Community Facility District (CFD) 87-1, CFD 2006-1 and 2007 Refunding Certificates of Participation debt. Expenditures are typically made in August/September and again in February/March, based on the debt service amortization schedule. Funding for the debt service derives from tax assessments in the CFDs and also allocations to various funds that benefited from the debt relating to the 2007 Refunding Certificates of Participation.

## **Capital Project Highlight**

### **Bud Bender Park Improvement**

The Special Events division and the City Clerk's office held the Bud Bender Park Grand Re-Opening event on Saturday, May 21st. Two hundred and fifty (250) Rialto youth had the opportunity to participate in a baseball clinic hosted by the Los Angeles Dodger Alumni and staff. The event provided community members an opportunity to enjoy the newly renovated Bud Bender Park, visit the museum of memorabilia, volunteer with tree planting, fill a playground area with mulch, and enjoy free Rialto hot dogs, peanuts and kettle corn. The Rialto Historical Society provided residents information on the Rialto Adobe, and City staff hosted a booth with information on the new Community Garden. The collaborative event was highly anticipated by the members of the community and the park renovations will surely impress present and future park users.



### **Wal-Mart Supercenter**

Construction continues for Wal-Mart's new Supercenter at the southwest corner of Riverside Avenue and San Bernardino Avenue. Concurrent with construction of the new store, the City and Wal-Mart are widening all of the streets adjoining the site to improve customer access upon opening for business. NewMark Merrill expects to acquire the out-parcels and commence construction on the various retail and restaurant buildings

### **Cedar Avenue Storm Drain Improvements**



The project will improve drainage facilities at the Metrolink Railroad Crossing on Cedar Avenue. The volume of drainage conveyed at the crossing has increased significantly as a result of new development. The flooding during rainstorms from the deficient drainage has impacted the nearby Commercial Businesses. On February 10, 2015, City Council Awarded a Construction Contract to Downing Construction in the amount of \$667,291. The Notice of Completion was issued approved to be issued by Council on January 26, 2016.

### **San Bernardino, Willow, Riverside Avenues Improvements**

The project will improve and widen the streets near the new Wal-Mart Site. Construction is ongoing and is currently undergoing a utility relocation on Riverside Avenue. Pavement improvements are ongoing on San Bernardino Avenue and Concrete Improvement are ongoing on Willow Avenue. A notice of completion is anticipated for approval by City Council in October of 2016.



Legislation Details (With Text)

File #: 16-635 Version: 1 Name: E.18  
 Type: Agenda Item Status: Agenda Ready  
 File created: 9/6/2016 In control: City Council  
 On agenda: 11/8/2016 Final action:  
 Title: Request City Council to Approve Modification to the National Pollution Discharge Elimination System Joint Defense Agreement between the City of Rialto, the County of San Bernardino as Principal Permittee, the Fifteen Area Cities as Co-Permittees and Steptoe & Johnson, LLP as new Counsel to the NPDES Program.  
 Sponsors: Susanne Wilcox  
 Indexes:  
 Code sections:  
 Attachments: [ATTACHMENT 1 - City of Rialto - Executed Joint Defense Agreement - 6-10-2015](#)  
[ATTACHMENT 2 - Modification to MS4 Participation Agreement \(SIGNATURE COPY rev 08\\_19\\_16...](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [September 27, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve Modification to the National Pollution Discharge Elimination System Joint Defense Agreement between the City of Rialto, the County of San Bernardino as Principal Permittee, the Fifteen Area Cities as Co-Permittees and Steptoe & Johnson, LLP as new Counsel to the NPDES Program.

**BACKGROUND:**

The Federal Clean Water Act (or "CWA") established the National Pollution Discharge Elimination System (NPDES) as a national program under Section 402 of the CWA for regulation of discharges of pollutants from point sources to waters of the United States. Discharges are illegal unless authorized by a NPDES permit. The United States Environmental Protection Agency (EPA) authorizes the State of California to issue permits, and the Santa Ana Regional Water Quality Control Board (or "Regional Board") administers them for the Inland Empire area.

The Regional Board issued the first NPDES permit to the City in 1992, and has re-issued a new permit every five years; it issued the current permit to the City on January 29, 2010. The NPDES Permit lists the County of San Bernardino as the Principal Permittee and the cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa as Co-Permittees.

The current five-year permit expired on January 29, 2015 and has been extended administratively

while a new permit is negotiated. The County of San Bernardino previously retained the firm of Squire Patton Boggs, LLP to represent the Principal Permittee and Co-Permittees and to provide legal advice during the permit negotiations and renewal process. The Council approved the initial Joint Defense Agreement on March 24, 2015. A copy of the agreement is included as Attachment 1.

ANALYSIS/DISCUSSION:

Under the concept of attorney client-privilege, the County of San Bernardino and Squire Patton Boggs established a legal relationship. In order for the City of Rialto and the other fifteen cities to share in confidential attorney-client discussions, it was necessary for the City to participate in the Joint Defense Agreement. This agreement was executed independently by the cities of Big Bear Lake, Highland, Montclair, Rancho Cucamonga and Rialto; additional cities may consider adopting the participation agreement, subject to the same terms as set forth in the original and amendment.

Any party (city) that elects to not execute this agreement will not enjoy access to the confidential legal discussions and opinions offered; this condition would occur if the City elected to not execute the attached Modification. Such lack of access may hinder the City's ability to effectively participate in the permit renewal process, and may ultimately result in conditions being included in the renewed NPDES permit which are adverse and costly to the City. According to the latest information provided by the Santa Ana Regional Board, it is its intent to release the first draft of the proposed new permit to the Permittee and Co-Permittees by September 30, 2016; therefore, time is of the essence.

Since the original agreement was adopted, the lead attorney representing the County, Chris M. Amantea, Esq, left the firm of Squire Patton Boggs and is now currently with the law firm of Steptoe & Johnson, LLP. Due to Mr. Amantea's extensive knowledge of NPDES Permits and related issues, the County desires to retain Mr. Amantea at his new firm. Mr. Amantea's previous firm, Squire Patton Boggs, has agreed to be removed as Counsel; and Steptoe & Johnson LLP has agreed to serve as new counsel for the program. The Modification enacts this change in law firms, included as Attachment 2.

ENVIRONMENTAL IMPACT:

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA). A "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Pursuant to Section 15378 (b)(5) a project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

This action is consistent with the City of Rialto's General Plan Guiding Principle 3, "Rialto's Economic Environment is Healthy and Diverse".

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and Modification.

FINANCIAL IMPACT:

The cost for the legal services to participate in this Joint Defense Agreement is included in the annual

costs and budget for the NPDES Program, which the City has previously budgeted. Failure to continue to participate in this agreement may result in additional, secondary costs to the City from increased monitoring, reporting and special studies which may result in the new permit unless the City is able to participate fully in the permit renewal process.

**RECOMMENDATIONS:**

Staff recommends that the City Council approve the Modification to the National Pollution Discharge Elimination System Joint Defense Agreement.

## **MS4 NPDES STORMWATER PERMIT RENEWAL PARTICIPATION AND JOINT DEFENSE AGREEMENT**

This MS4 NPDES Stormwater Permit Renewal Participation and Joint Defense Agreement (“Agreement”) is made and entered into as of the date it is signed by all parties to the Agreement (“Effective Date”), by and between the San Bernardino County Flood Control District (Principal Permittee), the County of San Bernardino, and the City of Big Bear Lake, the City of Chino, the City of Chino Hills, the City of Colton, the City of Fontana, the City of Grand Terrace, the City of Highland, the City of Loma Linda, the City of Montclair, the City of Ontario, the City of Rancho Cucamonga, the City of Redlands, the City of Rialto, the City of San Bernardino, the City of Upland, and the City of Yucaipa, (collectively, the “Parties” or “MS4 Permittee Group”) and Squire Patton Boggs.

### **RECITALS**

- A. The Parties are permittees under that certain MS4 NPDES Permit and Waste Discharge Requirements for Area-wide Urban Stormwater Runoff, adopted January 29, 2010, NPDES No. 618036/Order No. R8-2010-0036, applicable to the San Bernardino County Flood Control District (“SB FCD”), the County of San Bernardino, and the incorporated cities of San Bernardino County within the Santa Ana Region (“MS4 NPDES Permit”);
- B. The Parties have been identified as entities to be regulated under a municipal stormwater permit expected to be adopted in 2015 (the “2015 MS4 Permit”) by the California Regional Water Quality Control Board, Santa Ana Region (“RWQCB”) and have a common interest in addressing and negotiating the terms of the 2015 MS4 Permit;
- C. To reduce costs and to more effectively represent their interests, the Parties desire to cooperate with one another in addressing the 2015 MS4 Permit issues;
- D. In anticipation of litigation under or relating to the renewal of the MS4 NPDES Permit (which expires by its terms on or about January 29, 2015), and recognizing that there are certain efficiencies in having common counsel representing the Parties during the MS4 NPDES Permit renewal process and any subsequent appeals or litigation (collectively, the “Work”), each Party has agreed to coordinate certain efforts, share information, and fund a portion of the attorneys fees and other costs associated with the Work as set forth in this Agreement;
- E. To assist SB FCD, as the principal-permittee, on legal and other issues related to renewal of the MS4 NPDES Permit, as well as other matters that may be assigned, the San Bernardino County Counsel’s Office issued a Request For Proposals. The Flood Control District received and evaluated proposals from five law firms and interviewed three. On or about March 25, 2014, the Flood Control District retained the firm of Squire Sanders, now Squire Patton Boggs.

In consideration of the mutual covenants and obligations contained in this Agreement, the Parties agree as follows:

## **AGREEMENT**

### **1.0 SCOPE AND PURPOSE.**

The purpose of this Agreement is to set forth the terms and conditions under which the Parties will work together collectively as the MS4 Permittee Group to, among other things:

- (a) retain Squire Patton Boggs, as common counsel to advise the MS4 Permittee Group on legal and other issues related to the 2015 MS4 Permit;
- (b) if appropriate, engage technical consultants and direct their efforts, as necessary, to address technical issues related to 2015 MS4 Permit;
- (c) consider reasonable legal, technical, investigative, and administrative costs incurred relating to the 2015 MS4 Permit, and any subsequent administrative appeals and/or litigation;
- (d) allocate among themselves all approved fees and costs;
- (e) cooperatively provide all necessary technical and legal input, as requested by the SB FCD, as the Principal Permittee;
- (f) communicate and negotiate with the California Regional Water Quality Control Board—Santa Ana Region (“RWQCB”) and the US Environmental Protection Agency (“USEPA”) regarding the renewal of the MS4 NPDES Permit, as necessary to accomplish the purposes of this Agreement; and
- (g) provide comments on the draft Report of Waste Discharge Requirements and review and comment on other issues that may be presented from time to time during the renewal process that may impact one or more of the co-permittees.

### **2.0 MS4 PERMITEE GROUP.**

- 2.1 Meetings & Notice. The Parties may schedule meetings from time-to-time, under this Agreement, as requested by the SB FCD, to address issues pertinent to the 2015 MS4 Permit. Meetings may be held by telephone conference.
- 2.2 Cooperation. The Parties shall cooperate with each other to accomplish the purposes of this Agreement and shall attempt to resolve any disputes among them through good faith negotiation.
- 2.3 Communication with Squire Patton Boggs. All communications with Squire Patton Boggs under this Agreement will be coordinated through the SB FCD.

### **3.0 SHARED COSTS.**

3.1 Defined. Shared Costs are costs of common counsel and, if applicable, any consultants approved and retained by the MS4 Permittee Group for the work related to the 2015 MS4 Permit under this Agreement.

3.2 Payment. The Parties agree to pay the Shared Costs of Common Counsel pursuant to the Section VII (Program Costs) of the Implementation Agreement (County Contract No. 11-545) entered into by and between the MS4 Permittee Group under the NPDES Areawide Program budget. Matters that are assigned by SB FCD to Squire Patton Boggs that relate only to the SB FCD are not Shared Costs and shall be paid by SB FCD separate and apart from the Agreement or the Implementation Agreement. SB FCD shall review all invoices, approve payment of Shared Costs on behalf of the Parties, invoice the Parties, and prepare an annual fiscal year accounting consistent with Section VII of the Implementation Agreement.

4.0 SUCCESSORS AND ASSIGNS. This Agreement applies to, is binding upon, and inures to the benefit of each Party whose legally authorized representative has executed this Agreement, and the Parties' directors, officers, agents, employees, attorneys, successors and assigns.

5.0 WITHDRAWAL.

5.1 Withdrawal. Any Party may withdraw from all participation in this Agreement upon thirty (30) days' advance written notice to the MS4 Permittee Group, except that the withdrawing Party shall remain responsible for its share of all Shared Costs, as set forth in the Implementation Agreement. Any Party who withdraws from this Agreement shall continue to protect the confidentiality of information it obtained during the time it was a Party, in accordance with Section 6.0 and 7.0.

6.0 CONFIDENTIALITY; LIMITATIONS.

6.1 Confidentiality. A Party may only produce confidential material relating to this Agreement in compliance with a court order or with the consent of all Parties to this Agreement. If the production of confidential material relating to this Agreement is required by a court of competent jurisdiction, the Party so ordered shall seek leave of court to file the confidential material relating to this Agreement under seal or subject to an order protecting their confidentiality.

6.2 Permitted Disclosure. Except for Joint Defense Information (as defined below), nothing contained in this Agreement prohibits a Party from disclosing: (i) its own information; (ii) its own work product (except for any portion of that work product that contains confidential material relating to this Agreement); (iii) material prepared by a Party that refers or relates solely to its own information, documents, or work product; (iv) material obtained from a source other than a Party covered under this Agreement; (v) material that was or becomes publicly available through no act, omission, or fault of the receiving Party; (vi) material that is discovered

independently by a Party; or (vii) non-privileged material that is otherwise discoverable. Nothing in this Agreement prevents or restricts a Party from using, at its sole discretion, its own document or information that it has provided to any other Party under this Agreement, even if it is confidential material relating to this Agreement.

6.3 Discovery. This Agreement does not prevent or to limit any Party's counsel from seeking documents from any other Party to this Agreement through formal discovery processes. By executing this Agreement, no Party waives any objections that may be asserted in response to a formal discovery request.

6.4 Admissibility. This Agreement is not admissible in evidence, nor may it be used as evidence in any action or proceeding for any purpose other than for the purpose of enforcing the terms of this Agreement or defending against a third-party motion to compel disclosure or production of documents covered under this Agreement.

6.5 Return of Confidential Information. Any Party that has produced privileged or confidential material relating to this Agreement may request, in writing, the return or destruction of the information provided under this Agreement, subject to any applicable federal and state laws mandating recordkeeping. The requirements of this Section are subject to any outstanding discovery obligations.

7.0 JOINT DEFENSE; ATTORNEY-CLIENT RELATIONSHIP. By executing this Agreement, each Party represents that it has been fully advised concerning the advantages and disadvantages of participation, joint defense, common interest, and confidentiality agreements, and that each Party understands this Agreement and knowingly and intelligently makes the representations and waivers contained herein.

7.1 Joint Defense Counsel. Squire Patton Boggs has been (or will be) engaged as joint defense/common counsel for the Parties in connection with the work under this Agreement.

7.2 Joint Defense Information. This Agreement applies to all communications that are: (i) related to the 2015 MS4 Permit and any appeals or litigation related thereto; (ii) protected by the attorney-client privilege, the work product doctrine and/or any other privileges, confidentialities and protections provided by law; and (iii) shared or exchanged among the Parties or their attorneys, representatives, consultants and/or experts ("Joint Defense Information"). Unless otherwise excluded herein, "Joint Defense Information" means any information, including any confidential or privileged information, shared to facilitate the purposes of this Agreement, including, without limitation, all verbal and written exchanges of information among the Parties and/or their attorneys, representatives, consultants and/or experts, and all documents containing Joint Defense Information shared or exchanged among such parties, including, without limitation, memoranda,

- correspondence, electronic mail, and all summaries and compilations, data, mental impressions, strategies, legal theories, legal research, work performed or prepared by consultants or experts at the direction of counsel for the Parties, interviews with prospective witnesses and/or all other information and analysis and the work product of any Party's attorney in any format from and after the Effective Date. The Parties agree that all communications between Parties and their attorneys, representatives, consultants and/or experts, in furtherance of the purpose of this Agreement shall be protected by the attorney-client privilege, the attorney work-product privilege and the joint defense privilege to the fullest extent provided by law. Joint Defense Information does not include any publicly available information or information that a Party obtains from a public or non-confidential source, even if that information is also provided in confidence by one Party to another.
- 7.3 The Parties understand and agree that the sharing or exchanging of Joint Defense Information between or among the Parties, and the joint creation, development or solicitation of Joint Defense Information by two or more Parties (or their employees or agents) in connection with the 2015 MS4 Permit, shall be accomplished pursuant to the attorney-client privilege, the work product doctrine, the "common interest" doctrine, the "joint defense" doctrine and any other applicable rights, privileges and doctrines, and that any and all such shared or exchanged Joint Defense Information shall be and remain protected against disclosure to any third party to the fullest extent allowed by law.
- 7.4 The Parties agree to take all measures reasonably necessary to protect the confidentiality and privileged nature of the Joint Defense Information. Unless otherwise required by law, none of the Joint Defense Information obtained by any Party shall be disclosed to third parties without the written consent of all of the Parties.
- 7.5 Use of Joint defense information. If any third party requests or demands any Joint Defense Information via a subpoena, discovery request, Public Records Act Request, or otherwise, the Party receiving such request or demand shall notify all other Parties within a reasonable time after receiving the request. The Party receiving such request or demand reserves the right to assert all applicable privileges, protections, exclusions, defenses, and confidentiality rights. The party who received the disclosure request will not release or disclose such information prior to making a good faith determination that the disclosure is required by applicable law, or pursuant to court order, and will inform all other Parties prior to making such disclosure.
- 7.6 No Waiver/Protection from Discovery. The Parties intend that no claim of work product, attorney-client privilege, or other privilege shall be waived by reason of disclosure of Joint Defense Information to other Parties or to any third persons. The Parties further intend that all Joint Defense Information exchanged in connection with this Agreement shall be protected from discovery by the joint defense doctrine recognized in *Oxy Resources California LLC v. Superior Court*, 115 Cal.App.4th

874 (2004) and *Waller v. Financial Corp. of America*, 828 F.2d 579, 583 n. 7 (9th Cir. 1987) (“The joint defense privilege, which is an extension of the attorney client privilege, has been long recognized by this circuit.”) See also *Raytheon v. Superior Court*, 208 Cal.App.3d 683, 687-88 (1989) (“[A] disclosure in confidence of a privileged communication is not a waiver of the privilege ‘when such disclosure is reasonably necessary for the accomplishment of the purpose for which the lawyer . . . was consulted. . . .’” quoting Evidence Code section 912(d)); *Insurance Co. of North America v. Superior Court*, 108 Cal.App.3d 758, 771 (1980); California Evidence Code Sections 912(d), 952.

7.7 Use of Joint Defense Information. Except as otherwise provided in this Agreement, Joint Defense Information shall be held in strict confidence by the Parties and will be disclosed only to Parties (including their governing boards or councils, employees and counsel). No Party shall use Joint Defense Information that it has received from another Party for any purpose other than the joint defense and common interest purposes outlined in this Agreement. Each Party shall take all reasonable and appropriate measures necessary to protect Joint Defense Information from disclosure to third parties not subject to this Agreement, including in the event such Joint Defense Information is subpoenaed or sought in a California Public Records Act request.

7.8 Survival. The obligations of the Parties under this Section shall survive the termination of this Agreement and shall remain in full force and effect without regard to whether the 2015 MS4 Permit is finalized in any form, and without regard to whether any individual Party withdraws from this Agreement.

7.9 Conflict of Interest. As provided in the recitals and Paragraph 3.2 of this Agreement, SB FCD may, from time-to-time, assign to Squire Patton Boggs work that relates only to the SB FCD, on issues not directly related to renewal of the MS4 Permit. This work has the potential of creating a conflict of interest. Each of the Parties waives any such conflicts or potential conflicts of interest and, further, waives any conflict of interest which might arise by virtue of its and the other Parties’ participation in this Agreement.

8.0 NEW PARTIES. New Parties may be added to this Agreement with the written consent of all Parties after written agreement is reached on the new Party’s funding contribution and the adjusted cost share formula for all Parties.

9.0 NO WAIVER, RELEASE, OR ADMISSION.

9.1 No Waiver or Release. Except as expressly provided herein, by entering into this Agreement and sharing confidential information under this Agreement, the Parties are not waiving or releasing any rights, claims, defenses, or privileges they may have against each other or any other person or entity, nor does the Agreement modify in any way any other written agreements or written contractual arrangements of the Parties. Any Party asserting a claim against any other Party

is not entitled to use Joint Defense Information (or other confidential information) received under this Agreement in support of the claim, except to the extent that the Joint Defense Information (or other confidential information) has been or is obtained through discovery.

- 9.2 No Modification of Legal Obligations or Authority. Except as specifically provided in this Agreement, no rights or obligations created by this Agreement are intended to amend, modify, supplement, or replace any legal or contractual obligation or authority created by any other agreement entered into at any time between any Party to this Agreement or any affiliated entity of any other Party. This Agreement is not intended to have any effect on any indemnification, contribution, or warranty obligations between or among the Parties or affiliated entities and may not be used by any Party to advance any argument that any Party (including affiliated entities of any Party) either does, or does not, have any obligation to indemnify, provide contribution, or provide a warranty to any other Party (including affiliates or subsidiaries of any Party).
- 9.3 No Admission. Nothing in this Agreement constitutes, or may be construed as, an admission that any Party is liable to any other Party or to any person not a party to this Agreement.
- 10.0 NOTICE. All notices required or permitted to be given must be in writing and sent via mail or e-mail to the undersigned counsel for the Parties.
- 11.0 APPLICABLE LAW. This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to the choice-of-law rules of the State of California. The Parties agree that any dispute arising under or relating to this Agreement must be adjudicated in the appropriate court in the State of California, and the Parties consent to jurisdiction in those courts. This Agreement does not, however, affect the applicable law governing the Work or disputes under this Agreement.
- 12.0 CONSTRUCTION OF AGREEMENT. This Agreement is jointly drafted and may not be construed in any way, against any Party on the ground that the Party or its counsel drafted this Agreement.
- 13.0 ENTIRE AGREEMENT. This Agreement is an integrated document representing the entire understanding of the Parties with respect to participation in the MS4 Permittees Group as it relates to the Work. This Agreement supersedes and supplants all prior or contemporaneous agreements, proposals, or understandings, whether written or oral, between the Parties on the same subject matter.
- 14.0 MODIFICATION OF AGREEMENT. Modification of the Agreement does not affect the rights and duties of Parties that have withdrawn from the Agreement prior to its modification. All modifications to this Agreement must expressly state that it is the intention of the Parties to amend or modify this Agreement and must be:
- (a) in writing;

- (b) signed by a duly authorized representative of each Party; and
- (c) approved of by all then-current Parties to this Agreement.

- 15.0 SEVERABILITY. Any provision of this Agreement held to be invalid, illegal, or unenforceable is ineffective to the extent of the invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions.
- 16.0 EXECUTION AND COUNTERPARTS. The execution of this Agreement by the undersigned representatives and counsel for the Parties has been duly authorized and is the valid, binding, and enforceable act of each of the Parties upon whose behalf the representatives and counsel have executed the Agreement. Each Party to this Agreement agrees that this Agreement and all obligations arising under it are binding on any counsel employed in the future by that Party, as if the counsel had signed the Agreement. This Agreement may be executed in one or more counterparts, each of which, when so executed, is deemed to be an original and all of which taken together constitute one Agreement.
- 17.0 TERMINATION. The term of this Agreement shall extend until the later of: (a) the date the 2015 MS4 Permit becomes final pursuant to applicable law; (b) the conclusion of proceedings challenging any final Order regarding the 2015 MS4 Permit issued by the Regional Board, or (c) termination by written agreement of all Parties, but in no event later than December 31, 2019.

18.0 RECITALS. The recitals of this Agreement are incorporated herein by this reference.

**Squire Patton Boggs (US) LLP**

**City of Chino**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino County Flood Control  
District (Principal Permittee)**

**City of Chino Hills**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**County of San Bernardino**

**City of Colton**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Big Bear Lake**

**City of Fontana**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MS4 Permittees Group Participation Agreement

**City of Grand Terrace**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Ontario**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Highland**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Rancho Cucamonga**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Loma Linda**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Redlands**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Montclair**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Rialto**

By: 

Name: DEBORAH ROBERTSON

Title: Mayor

Date: 5/4/15

**City of San Bernardino**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Upland**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Yucaipa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MODIFICATION TO  
MS4 NPDES STORMWATER PERMIT RENEWAL PARTICIPATION  
AND JOINT DEFENSE AGREEMENT**

This Modification (“Modification”) to the MS4 NPDES Stormwater Permit Renewal Participation and Joint Defense Agreement (“Agreement”) is made and entered into as of the date it is signed by all parties to the Agreement by and between San Bernardino County Flood Control District, the County of San Bernardino, and the City of Big Bear Lake, the City of Chino, the City of Chino Hills, the City of Colton, the City of Fontana, the City of Grand Terrace, the City of Highland, the City of Loma Linda, the City of Montclair, the City Ontario, the City of Rancho Cucamonga, the City of Redlands, the City of Rialto, the City of San Bernardino, the City of Upland, and the City of Yucaipa, (collectively, the “Parties” or “MS4 Permittee Group”) and Steptoe & Johnson, LLP.

**RECITALS**

- A. Some of the Parties entered into the Agreement relating to renewal of that certain MS4 NPDES Permit and Waste Discharge Requirements for Area-wide Urban Stormwater Runoff, adopted January 29, 2010, NPDES No. 618036/Order No. R8-2010-0036, applicable to the San Bernardino County Flood Control District (“SBFCD”), the County of San Bernardino, and the incorporated cities of San Bernardino County within the Santa Ana Region (“MS4 NPDES Permit”);
- B. The SB FCD, as Principal Permittee engaged the services of Chris M. Amantea, Esq. who, at the time, was a partner at the law firm Squire Patton Boggs, to assist SB FCD on legal and other issues related to renewal of the MS4 NPDES Permit, as well as on other matters necessary to representation of the MS4 Permittee Group in connection with negotiating the terms of the 2015 MS4 Permit; and
- C. Since that time, Mr. Amantea, has changed law firms and is now a partner at the law firm of Steptoe & Johnson, LLP.

**AGREEMENT**

Pursuant to Paragraph 14.0 (Modification of Agreement) of the Agreement, the Parties desire and intend to modify the Agreement to retain Steptoe & Johnson, LLP as common counsel to advise the MS4 Permittee Group on legal and other issues related to the 2015 MS4 Permit and remove Squire Patton Boggs as common counsel. Mr. Amantea will remain as the partner responsible for overseeing and managing the legal services provided to SB FCD, as Principal Permittee and to the MS4 Permittee Group.

Therefore, the Agreement is hereby modified to replace all references to Squire Patton Boggs (except for the references in Recital E of the Agreement), with Steptoe & Johnson, LLP.

Except as modified herein, the terms and conditions of the Agreement remain unchanged.

This Modification may be executed in one or more counterparts, each of which, when so executed, is deemed to be an original and all of which taken together constitute one agreement.

**Step toe & Johnson, LLP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino County Flood Control  
District (Principal Permittee)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of San Bernardino**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Big Bear Lake**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Chino**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Chino Hills**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Colton**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Fontana**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Grand Terrace**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Highland**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Loma Linda**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Montclair**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of San Bernardino**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Ontario**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Rancho Cucamonga**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Redlands**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Rialto**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Upland**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Yucaipa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Legislation Details (With Text)

File #: 16-663      Version: 1      Name: E.19  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 9/13/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Authorize the Release of Request for Bid No. 17-030 for the 2014/15 & 2015/16 Street Overlay Project, City Project No.160801.

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - NIB 17-030](#)  
[Attachment 2 - Notice of Exemption](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Authorize the Release of Request for Bid No. 17-030 for the 2014/15 & 2015/16 Street Overlay Project, City Project No.160801.

**BACKGROUND:**

In 2007, the City began utilizing a Pavement Management Program (PMP) to assist staff in evaluating and maintaining the pavement on City streets.

On June 11, 2013, the City Council approved a Professional Services Agreement (PSA) with Harris & Associates for PMP update services in the amount of \$35,480.

On November 26, 2013, the City Council approved a first amendment to the PSA with Harris & Associates to complete preparation of plans, specifications, and estimates for the FY 2013/2014 Annual Asphalt Overlay Project. The contract fee associated with the first amendment was \$295,238 for a total contract amount of \$330,718.

On November 26, 2013, the City Council approved a second amendment to the PSA with Harris & Associates to complete a PMP update to include a survey of the pavement condition on all of the City's local residential streets. The contract fee associated with the second amendment was \$44,215 for a total contract amount of \$374,933.

On November 26, 2013, the City Council adopted the prioritization policy for the pavement

maintenance that prioritizes streets carrying higher traffic volumes for pavement maintenance first over those streets carrying lower traffic volumes.

On October 13, 2015, the City Council approved the third amendment to the Professional Services Agreement with Harris & Associates for the design of the Fiscal year 2014/15 and 2015/16 Street Overlay Project, City Project No. 160801.

**ANALYSIS/DISCUSSION:**

The 2014/15 midyear and 2015/16 fiscal year budgets appropriated funding for Annual Street Overlay Projects, City Project No. 160801 in the total amount of \$3,600,000 from various funding sources. The project includes streets identified as priorities in the previously adopted five-year pavement resurfacing plan.

Public Works staff coordinated with Harris & Associates on preparation of the construction plans, specifications, and estimates for the 2014/15 and 2015/16 Street Overlay Project, City Project No. 160801. The design work included geotechnical investigation of existing pavement condition based upon surface conditions and core samples obtained for each of the streets. It also included evaluation of alternative pavement rehabilitation methods and costs, as well as coordination with San Bernardino County on shared portions of street segments along Randall Avenue. The selected rehabilitation method is a full depth reclamation process that will involve pulverizing the existing pavement, mixing it with subgrade material and cement treatment to create a stabilized base that will support the new pavement applied over the top. This method requires more extensive underground utility coordination than would typically be required on a standard mill and overlay project. The existing underground utility research to determine their location is currently underway. The utility companies have been notified with a request for their facility locations so that this information can be included in the plans. There is currently no expectation that any utilities will need to be relocated; however, the contractors will need to be aware of their location so that their bids will reflect the need to work around and protect the existing facilities. The utility location work is expected to take about 2 months, depending on how quickly the utility companies respond.

The street segments included in the project and the proposed pavement rehabilitation methods are as follows:

Street	From	To	Method
Cactus Avenue	Rialto Avenue	Merrill Avenue	Full Depth Reclamation
Cactus Avenue	Bloomington Avenue	San Bernardino Avenue	Full Depth Reclamation
Randall Avenue	Maple Avenue	Cactus Avenue	Full Depth Reclamation
San Bernardino Avenue	Larch Avenue	Lilac Avenue	Full Depth Reclamation

A copy of the Notice Inviting Bids is included as Attachment 1 .

The tentative schedule for the bid process is as follows:

RFB advertised: December 14, 2016  
 Deadline for receipt of bids: January 12, 2017  
 Contract award: February 14, 2017

ENVIRONMENTAL IMPACT:

Section 21084 of the California Public Resources Code requires that the guidelines for implementation of the California Environmental Quality Act (CEQA) include a list of classes of projects that have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with 14 CCR Section 15301 "Existing Facilities," Class 1 projects consist of the repair, maintenance, or minor alteration of existing public structures or facilities; therefore, the 2014/15 & 2015/16 Street Overlay Project, City Project No. 160801 is considered categorically exempt from CEQA. Staff has prepared and filed a Notice of Exemption for the project, included as Attachment 2 .

GENERAL PLAN CONSISTENCY:

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Approval of this action complies with the following City of Rialto General Plan Goal and Policy:

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

LEGAL REVIEW:

The City Attorney has reviewed and approved this staff report.

FINANCIAL IMPACT:

The City Council established the budget for Street Overlay Project, City Project No. 160801 during the midyear budget process for FY 2014/2015 and during adoption of the FY 2015/2016 Budget as shown in Table 1:

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Table 1

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SOURCES OF FUNDS	Account No	Original Budget	Expended/ Encumbered to Date
General Fund, Capital Projects		\$ 2,000,000	\$ -
Measure I Fund		\$ 400,000	
Gas Tax Fund		\$ 600,000	\$ 190,873
Pavement Maintenance Fee		\$ 600,000	
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 3,600,000</b>	<b>\$ 190,873</b>
<b>USES OF FUNDS</b>			
DESIGN	202-500-4317-3001-160801-01	\$ 185,000	\$ 183,516
ADMINISTRATION	202-500-4317-3001-160801-04	\$ 35,000	\$ 7,357
OVERHEAD ALLOCATION	202-500-4317-3001-160801-13	\$ 10,000	
CONSTRUCTION SUPPORT	202-500-4317-3001-160801-15	\$ 30,000	\$ -
CONSTRUCTION MANAGEMENT	202-500-4317-3001-160801-16	\$ 135,000	\$ -
<b>Design/Admin/OA/Support/CM Subtotal</b>		<b>\$ 395,000</b>	
CONSTRUCTION	202-500-4317-3001-160801-05	\$ 205,000	\$ -
CONSTRUCTION	201-500-4310-3000-160801-22	\$ 400,000	\$ -
CONSTRUCTION	300-500-7305-3001-160801-23	\$ 2,000,000	\$ -
CONSTRUCTION	212-500-7305-3001-160801-35	\$ 600,000	\$ -
<b>Construction Subtotal</b>		<b>\$ 3,205,000</b>	
<b>TOTAL USES OF FUNDS</b>		<b>\$ 3,600,000</b>	<b>\$ 190,873</b>

**RECOMMENDATION:**

Staff recommends that the City Council authorize the release of Request for Bid No. 17-030 for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 160801.

**CITY OF RIALTO  
NOTICE INVITING BIDS**

**2014/15 & 2015/16 STREET OVERLAY PROJECT  
CITY PROJECT NO. 160801  
REQUEST FOR BID NO. 17-030**

**N-1 NOTICE IS HEREBY GIVEN** that sealed bids for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 160801 will be received by the City Clerk of the City of Rialto, until **3:00 P.M. on January 12, 2017**, at which time they will be opened and read aloud. The Engineer's estimate range is \$2,400,000 to \$2,800,000.

**N-2 DESCRIPTION OF THE WORK:** The Work comprises the furnishing all materials, equipment, tools, labor and incidentals as required by the Specifications, and Contract Documents for the above stated project. The general items of work to be performed hereunder consist of traffic control; implementation and maintenance of Best Management Practices during construction; SWPPP; construction staking and monument perpetuation; removal and replacement of PCC access ramps, curbs, gutters, cross-gutters, and sidewalk; cold milling; crack sealing; pavement dig outs; full depth AC reconstruction; pavement pulverization and mixing with cement to create cement treated base; asphalt concrete base course; asphalt rubber hot mix (ARHM) surface course; and adjustment of surface utilities to grade. The work also includes installation of redwood headers; traffic striping and pavement markings and replacement of affected traffic signal detector loops, and all associated work as identified on the construction drawings.

The work shall be diligently prosecuted to completion before the expiration of: **80 working days for all four project sites (20 working days per project site as shown on the construction plans).**

**N-3 AWARD OF CONTRACT:**

(a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. If there are multiple and/or alternative Bid Schedules, Bidders are required to bid on all Bid Schedules.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

**N-4 BID SECURITY:** each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price payable to the City of Rialto.

**N-5 BIDS TO REMAIN OPEN:** The Bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

**N-6 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid Class **A** or **C-12** Contractor license at the time of submitting bids.

**N-7 CALIFORNIA WAGE RATE REQUIREMENTS:** The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at:

[www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)

The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

**N-8 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

**N-9 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:**

(a) Contract Documents may be inspected without charge at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376.

(b) A digital copy of said Contract Documents (saved in PDF format) are available free of charge at the following website:

(c) Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall contact the Public Works Department by e-mail at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov), or by phone at (909) 421-4999, to officially register as a Bidder for this project with your company name, address, phone, fax, contact person and e-mail address. Bidders must be registered to submit a Bid; failure to register shall be cause to find a Bid non-responsive.

(d) Bidders shall obtain Bid Documents from the City of Rialto. The Bid Forms in the Bid Documents shall be used to submit a bid.

(e) All questions about the meaning or intent of the Bid Documents are to be directed to the City Engineer. Questions shall be submitted in writing to: City of Rialto Public Works Department, by fax to (909) 421-7210, or by e-mail to [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov). Questions must be submitted in writing at least 3 working days prior to bid opening. Questions submitted within 3 working days of bid opening may not be accepted.

**N-10 ADDRESS AND MARKING OF BIDS:** The envelope enclosing the Bid shall be sealed and addressed to the City of Rialto, and shall be delivered or mailed to the **Office of the City Clerk, 290 W. Rialto Ave., Rialto, CA 92376**. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For.." followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

By \_\_\_\_\_  
Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer  
City of Rialto

Date \_\_\_\_\_

**NOTICE OF EXEMPTION**

To:  Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: City of Rialto  
Public Works Department  
335 W. Rialto Avenue  
Rialto, CA 92376

Clerk of the Board  
County of San Bernardino  
385 North Arrowhead Avenue  
San Bernardino, CA 92415

**Project Title:** 2014/15 & 2015/16 Street Overlay Project, City Project No. 160801

**Project Applicant:** City of Rialto

**Project Location (Specific):** Cactus Ave. (Rialto Ave. to Merrill Ave.), Cactus Ave. (Bloomington Ave. to San Bernardino Ave.), Randall Ave. (Maple Ave. to Cactus Ave.), and San Bernardino Ave. (Larch Ave. to Lilac Ave.).

**Project Location (City):** City of Rialto

**Project Location (County):** San Bernardino

**Project Description:** Rehabilitation of asphalt concrete pavement; repair/replacement of curbs, gutters, sidewalk, and curb ramps; and all associated work.

**Name of Public Agency Approving Project:** City of Rialto

**Name of Person or Agency Carrying Out Project:** City of Rialto, Public Works Department, 335 W Rialto Avenue, Rialto, CA (909) 421-7279

**Exempt Status:** (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c));
- Categorical Exemption. State type and section number: Section 15301 Class 1 – Existing Facilities
- Statutory Exemptions. State code number:

Reasons why project is exempt: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The type of "existing facilities" to be considered exempt is determined by whether the project involves negligible or no expansion of an existing use, and includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. Therefore, the 2014/15 & 2015/16 Street Overlay Project, City Project No. 160801, is considered categorically exempt from CEQA.

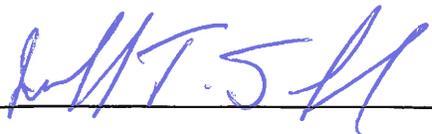
Lead Agency Contact Person: Jeffrey T. Schafer, P.E.

Area Code/Telephone/Extension: (909) 820-2531

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?  Yes  No

Signature: \_\_\_\_\_



Date: November 1, 2016

Title: Associate Civil Engineer

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: \_\_\_\_\_



## Legislation Details (With Text)

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File #: 16-755      Version: 1      Name: E.20  
Type: Ordinance      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Request City Council to Adopt on Second Reading Ordinance No. 1576 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING ZONE CHANGE NO. 335 TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 4.57 GROSS ACRES OF LAND (APNS: 0131-212-06, -19 & -20) LOCATED AT THE SOUTHWEST CORNER OF BLOOMINGTON AVENUE AND WILLOW AVENUE FROM AGRICULTURAL (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT-DETACHED (PRD-D)."  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [1576.pdf](#)

Date	Ver.	Action By	Action	Result
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Request City Council to Adopt on Second Reading Ordinance No. 1576 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING ZONE CHANGE NO. 335 TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 4.57 GROSS ACRES OF LAND (APNS: 0131-212-06, -19 & -20) LOCATED AT THE SOUTHWEST CORNER OF BLOOMINGTON AVENUE AND WILLOW AVENUE FROM AGRICULTURAL (A-1) TO PLANNED RESIDENTIAL DEVELOPMENT-DETACHED (PRD-D)."



1           **WHEREAS**, pursuant to Section 18.06.030, the City Council is authorized to adopt a zone  
2 change within the City; and

3           **WHEREAS**, pursuant to Section 18.06.030(C) of the Rialto Municipal Code, the Planning  
4 Commission shall hold a public hearing for a proposed zone change and forward a  
5 recommendation to the City Council for action; and

6           **WHEREAS**, on August 31, 2016, the Planning Commission of the City of Rialto  
7 conducted a duly noticed public hearing, as required by law, on ZC No. 335, GPA No. 16-01, VAR  
8 No. 714, and TTM No. 20009 took testimony, at which time it received input from staff, the city  
9 attorney, and the applicant; heard public testimony; discussed ZC No. 335, GPA No. 16-01, VAR  
10 No. 714, and TTM No. 20009; and closed the public hearing; and

11           **WHEREAS**, on August 31, 2016, the Planning Commission voted unanimously to  
12 recommend approval of ZC No. 335, GPA No. 16-01, VAR No. 714, and TTM No. 20009 to the  
13 City Council; and

14           **WHEREAS**, on September 27, 2016, the City Council conducted a public hearing, as  
15 required by law, on ZC No. 335, GPA No. 16-01, VAR No. 714, and TTM No. 20009, took  
16 testimony, at which time it received input from staff, the city attorney, and the applicant; heard  
17 public testimony, discussed ZC No. 335, GPA No. 16-01, VAR No. 714, and TTM No. 20009;  
18 and closed the public hearing; and

19           **WHEREAS**, all legal prerequisites to the adoption of this Ordinance have occurred.

20           **NOW, THEREFORE**, the City Council hereby finds, determines, and ordains as follows:

21           **SECTION 1.** The City Council hereby specifically finds that all of the facts set forth in the  
22 recitals above of this Ordinance are true and correct and incorporated herein.

23           **SECTION 2.** Based on substantial evidence presented to the City Council during the public  
24 hearing conducted with regard to ZC No. 335, including written staff reports, verbal testimony, project  
25 plans, other documents, and the conditions of approval stated herein, the City Council hereby  
26 determines that ZC No. 335 satisfies the requirements of Section 18.06.030 of the Rialto Municipal  
27 Code pertaining to the findings which must be made precedent to amending a General Plan. The  
28 findings are as follows:

- 1           1.       That the proposed zone change is consistent with the General Plan of the City of  
2                    Rialto; and

3           *This finding is supported by the following facts:*

4           In conjunction with the Project, the applicant proposes GPA No. 16-01 to change the land use  
5           designation of the Site from Residential 2 with an Animal Overlay to Residential 12. The  
6           Residential 12 land use designation and the PRD-D zone both allow single-family residential  
7           developments between 6.1 and 12.0 dwelling units per acre. GPA No. 16-01, ZC No. 335,  
8           TTM No. 20009, and VAR No. 714 are proposed to facilitate the development of a thirty-  
9           three (33) single-family residence neighborhood with a density of 7.22 dwelling units per acre.  
10           The zone change and the subsequent development are therefore consistent with the proposed  
11           General Plan land use designation.

- 12           2.       That the proposed zone change will not adversely affect the surrounding properties.

13           *This finding is supported by the following facts:*

14           The Site is surrounded on the north and east by single-family residential subdivisions.  
15           Additionally, the Site is surrounded on the south and west by single-family residences. The  
16           Project will facilitate the development of detached single-family residences in keeping with  
17           the character of the surrounding area.

18           The proposed development, in conjunction with the project, will include the installation of a  
19           six (6) foot solid block wall along all property lines adjacent to the surrounding developments.  
20           Additionally, each structure meets the minimum required building setbacks. These design  
21           features, as well as others, will serve to make the proposed development as benign as possible.

22           Additionally, mitigation measures, included in the Initial Study prepared for the Project  
23           (Environmental Assessment Review No. 16-16), will assist in mitigating any impacts related  
24           cultural resources and noise to a level of insignificance.

25           **SECTION 3.** An Initial Study (Environmental Assessment Review No. 16-16) has been  
26           prepared for the proposed project in accordance with the California Environmental Quality Act  
27           (CEQA) and it has been determined that any impacts will be reduced to a level of insignificance and  
28           a Mitigated Negative Declaration has been prepared in accordance with CEQA. The City Council  
          hereby adopts the Mitigated Negative Declaration and directs the Planning Division to file a Notice  
          of Determination with the Clerk of the Board of Supervisors for San Bernardino County.

1           **SECTION 4.** The City Council hereby approves ZC No. 335 to change the zoning  
2 designation of the Site from A-1 to PRD-D, subject to the following conditions:

- 3
- 4           1. ZC No. 335 is approved changing the zoning designation of approximately 4.57 gross  
5 acres of land (APNs: 0131-212-06, -19 & -20) located at the southwest corner of  
6 Bloomington Avenue and Willow Avenue, and described in the legal description attached  
7 as Exhibit A, from A-1 to PRD-D. If the Conditions of Approval specified herein are not  
8 satisfied or otherwise completed, the Project shall be subject to revocation.
- 9           2. Prior to the issuance of building or grading permits for the proposed development, a  
10 Precise Plan of Design shall be approved by the City's Development Review Committee  
11 (DRC).
- 12           3. City inspectors shall have access to the Site to reasonably inspect the Site during normal  
13 working hours to assure compliance with these conditions and other codes.
- 14           4. The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents,  
15 officers, or employees from any claims, damages, action, or proceeding against the City  
16 or its agents, officers, or employees to attack, set aside, void, or annul any approval of  
17 the City, its advisory agencies, appeal boards, or legislative body concerning ZC No.  
18 335. The City will promptly notify the applicant of any such claim, action, or  
19 proceeding against the City, and applicant will cooperate fully in the defense.
- 20           5. In accordance with the provisions of Government Code Section 66020(d)(1), the  
21 imposition of fees, dedications, reservations, or exactions for this Project, if any, are  
22 subject to protest by the applicant at the time of approval or conditional approval of the  
23 Project or within 90 days after the date of the imposition of the fees, dedications,  
24 reservations, or exactions imposed on the Project.
- 25           6. Approval of Zone Change No. 335 will not be valid until such time that the City Council  
26 of the City of Rialto has approved General Plan Amendment No. 16-01, which was  
27 prepared in conjunction with the Project.
- 28           7. Applicant shall annex the Site into a Community Facilities District to offset operational  
costs to the City's General Fund associated with the Project, as determined by the Fiscal  
Impact Analysis prepared by Stanley R. Hoffman Associates, Inc., dated August 16, 2016,  
prior to the issuance of any building permits.
8. Applicant shall comply with all conditions of approval contained in GPA No. 16-01, VAR  
No. 714, and TTM No. 20009, to the extent they are not in conflict with any condition of  
approval herein.



1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )  
4

5 I, BARBARA MCGEE, City Clerk of the City of Rialto, do hereby certify that the foregoing  
6 Ordinance No. \_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the  
7 City of Rialto held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

8 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
9 \_\_\_\_\_, the foregoing Ordinance No. 1566 was duly passed and adopted.

10 Vote on the motion:

11 AYES:

12 NOES:

13 ABSENT:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
16  
17  
18

19 \_\_\_\_\_  
20 BARBARA MCGEE, CITY CLERK  
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Exhibit 'A'

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5 **LEGAL DESCRIPTION**  
6 **ZONE CHANGE AND GENERAL PLAN AMENDMENT**

7 REAL PROPERTY IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE  
8 OF CALIFORNIA DESCRIBED AS FOLLOWS:

9 THE NORTH 100 FEET OF THE SOUTH 534 FEET OF THE FOLLOWING DESCRIBED  
10 PROPERTY:

11 THE EAST 1/4 OF FARM LOT 144, ACCORDING TO MAP SHOWING SUBDIVISION OF  
12 LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE  
13 CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER  
14 MAP RECORDED IN BOOK 11, PAGE 12 OF MAPS, IN THE OFFICE OF THE COUNTY  
15 RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

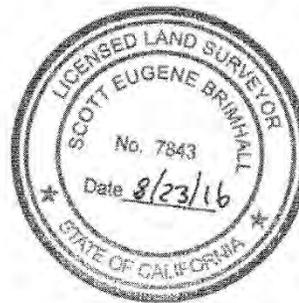
16 BEGINNING AT THE INTERSECTION OF THE WEST LINE OF WILLOW AVENUE,  
17 WITH THE NORTH LINE OF RANDALL AVENUE;  
18 THENCE WEST ALONG THE NORTH LINE OF RANDALL AVENUE, 356.1 FEET MORE  
19 OR LESS, TO A POINT 849.1 FEET, MORE OR LESS EAST OF THE SOUTHEAST LINE  
20 OF BLOOMINGTON AVENUE, SAID POINT INTERSECTING THE EAST LINE OF  
21 PROPERTY CONVEYED TO JAMES A. LIGHTIPE, RECORDED AUGUST 14, 1893 IN  
22 BOOK 184, PAGE 183 OF DEEDS;  
23 THENCE NORTH ALONG THE EAST LINE OF PROPERTY SO CONVEYED TO JAMES  
24 A. LIGHTIPE, 849.1 FEET MORE OR LESS TO THE SOUTHEAST LINE OF  
25 BLOOMINGTON AVENUE;  
26 THENCE NORTHEASTERLY ALONG SAID SOUTHEAST LINE OF BLOOMINGTON  
27 AVENUE, 503.52 FEET, MORE OR LESS TO THE WEST LINE OF WILLOW AVENUE;  
28 THENCE SOUTH ALONG THE WEST LINE OF WILLOW AVENUE, 1205.2 FEET, MORE  
OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH PARCELS 1 AND 2 OF PARCEL MAP NO. 4070, AS PER MAP  
RECORDED IN BOOK 37 OF PARCEL MAPS, PAGE 16, RECORDS OF SAID COUNTY.

Prepared under by supervision:

22  
23   
24 Scott E. Brimhall  
L.S. 7843

8/23/2016  
Date





## Legislation Details (With Text)

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File #: 16-756      Version: 1      Name: E.21  
Type: Ordinance      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Request City Council to Adopt on Second Reading Ordinance No. 1577 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE GATEWAY SPECIFIC PLAN TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 14.67 GROSS ACRES OF LAND (APNS: 0132-191-03, -07, -08, -09, -14 & -15) LOCATED ON THE SOUTH SIDE OF VALLEY BOULEVARD BETWEEN WILLOW AVENUE AND LILAC AVENUE FROM FREEWAY COMMERCIAL (F-C) WITHIN THE GATEWAY SPECIFIC PLAN TO INDUSTRIAL PARK (I-P) WITHIN THE GATEWAY SPECIFIC PLAN."

Sponsors:

Indexes:

Code sections:

Attachments: [1577.pdf](#)

Date	Ver.	Action By	Action	Result
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Request City Council to Adopt on Second Reading Ordinance No. 1577 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE GATEWAY SPECIFIC PLAN TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 14.67 GROSS ACRES OF LAND (APNS: 0132-191-03, -07, -08, -09, -14 & -15) LOCATED ON THE SOUTH SIDE OF VALLEY BOULEVARD BETWEEN WILLOW AVENUE AND LILAC AVENUE FROM FREEWAY COMMERCIAL (F-C) WITHIN THE GATEWAY SPECIFIC PLAN TO INDUSTRIAL PARK (I-P) WITHIN THE GATEWAY SPECIFIC PLAN."



1           **WHEREAS**, on August 31, 2016, the Planning Commission of the City of Rialto  
2 conducted a duly noticed public hearing, as required by law, on GSP AMD No. 4 and GPA No.  
3 16-02, took testimony, at which time it received input from staff, the city attorney, and the  
4 applicant; heard public testimony; discussed GSP AMD No. 4 and GPA No. 16-02; and closed the  
5 public hearing; and

6           **WHEREAS**, on August 31, 2016, the Planning Commission voted unanimously to  
7 recommend approval of GSP AMD No. 4 and GPA No. 16-02 to the City Council; and

8           **WHEREAS**, on September 27, 2016, the City Council conducted a public hearing, as  
9 required by law, on GSP AMD No. 4 and GPA No. 16-02, took testimony, at which time it received  
10 input from staff, the city attorney, and the applicant; heard public testimony, discussed GSP AMD  
11 No. 4 and GPA No. 16-02; and closed the public hearing; and

12           **WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

13           **NOW, THEREFORE**, the City Council hereby finds, determines, and resolves as follows:

14           **SECTION 1.** The City Council hereby specifically finds that all of the facts set forth in the  
15 recitals above of this Resolution are true and correct and incorporated herein.

16           **SECTION 2.** Based on substantial evidence presented to the City Council during the public  
17 hearing conducted with regard to GSP AMD No. 4, including written staff reports, verbal testimony,  
18 project plans, other documents, and the conditions of approval stated herein, the City Council hereby  
19 determines that GSP AMD No. 4 satisfies the requirements of Government Code Sections 65358 and  
20 65453 and Section 18.78.060I of the Rialto Municipal Code pertaining to the findings which must be  
21 made precedent to adopting a specific plan amendment. The findings are as follows:

- 22           1.       That the proposed Specific Plan Amendment is consistent with the goals and policies  
23                   of the General Plan and its purposes, standards and land use guidelines; and

24           *This finding is supported by the following facts:*

25           In conjunction with the Project, the applicant proposes GPA No. 16-02 to change the land use  
26 designation of the Site from General Commercial with a Specific Plan Overlay to Business  
27 Park with a Specific Plan Overlay. The Business Park land use designation and the I-P zone  
28 both allow for various industrial uses and industrial developments. GSP AMD No. 4 and  
GPA No. 16-02 are proposed to facilitate occupancy of several non-conforming industrial

1 buildings within the Site by making them conforming via a land use and zoning designation  
2 change. The zone change is therefore consistent with the proposed General Plan land use  
3 designation.

4 Additionally, the Project is consistent with Goal 3-1 of the Economic Development Element  
5 of the General Plan, which encourages strengthening and diversification of the economic base  
6 and employment opportunities, while maintaining a positive business climate. The change in  
7 the zoning designation of the Site from F-C to I-P is consistent with Goal 3-1, as it will lead  
8 to the occupancy of several industrial buildings that have remained vacant for quite some time  
9 because of non-conformity.

- 10 2. That the proposed Specific Plan Amendment will help achieve a balanced community  
11 of all races, age groups, income levels and ways of life; and

12 *This finding is supported by the following facts:*

13 The Project will facilitate the of several industrial buildings that have remained vacant for  
14 quite some time because of non-conformity, which will provide new jobs available to all races,  
15 age groups, and ways of life.

- 16 3. That the proposed Specific Plan Amendment results in development of desirable  
17 character, which will be compatible with existing and proposed development in the  
18 surrounding neighborhood; and

19 *This finding is supported by the following facts:*

20 The Project does not entail any development; however it could lead to the development of  
21 approximately 3.71 acres of vacant land within the site. Any future development within  
22 the I-P zone will be consistent with existing non-conforming industrial developments to  
23 the north and east of the Site and other I-P developments to the west of the Site.

- 24 4. That the proposed Specific Plan Amendment contributes to a balance of land uses that  
25 will enable local residents to work and shop in the community in which they live; and

26 *This finding is supported by the following facts:*

27 The Gateway Specific Plan is comprised of three (3) land use types, Retail, Office, and  
28 Industrial Park. The Retail uses dominate the frontage of Riverside Avenue, which is one  
block to the east of the Site. Lands to the west of Retail areas are frequently vacant or  
developed with industrial uses. Riverside Avenue is the only major arterial street that runs  
through the Gateway Specific Plan. As such, it attracts all of the commercial uses. Any lands  
to the east or west of the Riverside Avenue street frontage suffers from lower vehicle trips and  
therefore are not conducive to commercial development or uses. Thus is the reason for the  
applicant's request to change the zoning designation of the Site from Freeway-Commercial  
to Industrial Park. Maintaining non-retail commercial uses to the west or east of Riverside  
Avenue contributes toward balancing the land uses within the Gateway Specific Plan area.

1 Additionally, it will also provide added employment opportunities to the City by allowing for  
2 industrial uses within existing buildings that are industrial in nature.

- 3 5. That the proposed Specific Plan Amendment respects the environmental and aesthetic  
4 assets of the community consistent with economic realities; and

5 *This finding is supported by the following facts:*

6 Planning staff prepared an Initial Study (Environmental Assessment Review No. 16-37) to  
7 assess the potential environmental impacts of the proposed project, in accordance with the  
8 requirements of the California Environmental Quality Act (CEQA). Based on the findings  
9 and within the Initial Study, staff determined that the project will not have an adverse impact  
10 on the environment.

- 11 6. That the proposed Specific Plan Amendment incorporates, where feasible, active and  
12 passive energy conservation measures.

13 *This finding is supported by the following facts:*

14 The Project does not entail any development. Any future developments and/or tenant  
15 improvements located within the Site will be required to meet all of the latest energy  
16 requirements with Title 24 of the California Building Code.

17 **SECTION 3.** An Initial Study (Environmental Assessment Review No. 16-37) has been  
18 prepared for the proposed project in accordance with the California Environmental Quality Act  
19 (CEQA) and it has been determined that any impacts will be at a level of insignificance and a Negative  
20 Declaration has been prepared in accordance with CEQA. The City Council hereby adopts the  
21 Negative Declaration and directs the Planning Division to file a Notice of Determination with the  
22 Clerk of the Board of Supervisors for San Bernardino County.

23 **SECTION 4.** The City Council hereby approves GSP AMD No. 4 to change the zoning  
24 designation of the Site from Freeway Commercial (F-C) within the Gateway Specific Plan to  
25 Industrial Park (I-P) within the Gateway Specific Plan, subject to the following conditions:

- 26 1. GSP AMD No. 4 is approved changing the zoning designation of approximately 14.67  
27 gross acres of land (APNs: 0132-191-03, -07, -08, -09, -14 & -15) located on the south  
28 side of Valley Boulevard between Willow Avenue and Lilac Avenue, and described in  
the legal description attached as Exhibit A, from Freeway Commercial (F-C) within the  
Gateway Specific Plan to Industrial Park (I-P) within the Gateway Specific Plan. If the

1 Conditions of Approval specified herein are not satisfied or otherwise completed, the  
2 Project shall be subject to revocation.

- 3 2. City inspectors shall have access to the Site to reasonably inspect the Site during normal  
4 working hours to assure compliance with these conditions and other codes.
- 5 3. The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents,  
6 officers, or employees from any claims, damages, action, or proceeding against the City  
7 or its agents, officers, or employees to attack, set aside, void, or annul any approval of  
8 the City, its advisory agencies, appeal boards, or legislative body concerning GSP  
9 AMD No. 4. The City will promptly notify the applicant of any such claim, action, or  
10 proceeding against the City, and applicant will cooperate fully in the defense.
- 11 4. In accordance with the provisions of Government Code Section 66020(d)(1), the  
12 imposition of fees, dedications, reservations, or exactions for this Project, if any, are  
13 subject to protest by the applicant at the time of approval or conditional approval of the  
14 Project or within 90 days after the date of the imposition of the fees, dedications,  
15 reservations, or exactions imposed on the Project.
- 16 5. Approval of GSP AMD No. 4 will not be valid until such time that the City Council of  
17 the City of Rialto has approved General Plan Amendment No. 16-02, which was prepared  
18 in conjunction with the Project.
- 19 6. Applicant shall comply with all conditions of approval contained in GPA No. 16-02, to  
20 the extent they are not in conflict with any condition of approval herein.

21 **SECTION 5.** The Mayor shall sign the passage and adoption of this Ordinance and  
22 thereupon the same shall take effect and be in force thirty (30) days after its adoption on second  
23 reading.

24 **PASSED, APPROVED AND ADOPTED** this 27th day of September, 2016.

25 \_\_\_\_\_  
26 DEBORAH ROBERTSON, MAYOR

27  
28 **ATTEST:**

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BARBARA MCGEE, CITY CLERK

**APPROVED AS TO FORM:**

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FRED GALANTE, CITY ATTORNEY

1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )  
4

5 I, BARBARA MCGEE, City Clerk of the City of Rialto, do hereby certify that the foregoing  
6 Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council  
7 of the City of Rialto held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

8 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
9 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

10 Vote on the motion:  
11 AYES:  
12 NOES:  
13 ABSENT:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

19 \_\_\_\_\_  
20 BARBARA MCGEE, CITY CLERK

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Exhibit 'A'

**LEGAL DESCRIPTION FOR GENERAL PLAN (GC TO BP) AND SPECIFIC PLAN (F-C TO I-P) AMENDMENT FOR THE PROPERTY BOUNDED ON THE NORTH BY WEST VALLEY BOULEVARD, ON THE WEST BY SOUTH LILAC AVENUE, ON THE EAST BY SOUTH WILLOW AVENUE AND ON THE SOUTH BY CALIFORNIA INTERSTATE 10**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

PARCELS 1 AND 2 AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 22, PAGE 31 DATED JUNE 11, 1964 AND PARCELS 1 AND 2 OF PARCEL MAP NO. 590 RECORDED IN PARCEL MAP BOOK 5, PAGE 58 DATED MAY 10, 1971 AND PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 13497 RECORDED IN PARCEL MAP BOOK 170 PAGES 79 AND 80, DATED FEBRUARY 26, 1993.

ALL OF THE ABOVE RECORDS ARE ON FILE IN THE OFFICE OF THE RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

EXCEPTING FROM ALL OF THE ABOVE DESCRIBED PARCELS ANY PORTION THEREOF LYING WITHIN PROPERTY DEEDED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES.





## Legislation Details (With Text)

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File #: 16-757      Version: 1      Name: E.22  
Type: Ordinance      Status: Consent Calendar  
File created: 10/31/2016      In control: City Council  
On agenda: 11/8/2016      Final action:  
Title: Request City Council to Adopt on Second Reading Ordinance No. 1578 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING THE RIALTO MUNICIPAL CODE TO ADD CHAPTER 9.97 CONCERNING THE REMOVAL OF MOBILE BILLBOARD ADVERTISING DISPLAYS AND REGULATION OF ADVERTISING SIGNS ON MOTOR VEHICLES PARKED OR LEFT STANDING ON CITY STREETS OR PUBLIC LANDS."

Sponsors:

Indexes:

Code sections:

Attachments: [1578.pdf](#)

Date	Ver.	Action By	Action	Result
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Request City Council to Adopt on Second Reading Ordinance No. 1578 "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING THE RIALTO MUNICIPAL CODE TO ADD CHAPTER 9.97 CONCERNING THE REMOVAL OF MOBILE BILLBOARD ADVERTISING DISPLAYS AND REGULATION OF ADVERTISING SIGNS ON MOTOR VEHICLES PARKED OR LEFT STANDING ON CITY STREETS OR PUBLIC LANDS."

**ORDINANCE NO. 1578**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING THE RIALTO MUNICIPAL CODE TO ADD CHAPTER 9.97 CONCERNING THE REMOVAL OF MOBILE BILLBOARD ADVERTISING DISPLAYS AND REGULATION OF ADVERTISING SIGNS ON MOTOR VEHICLES PARKED OR LEFT STANDING ON CITY STREETS OR PUBLIC LANDS**

WHEREAS, temporary signs affixed to motor vehicles pose a significant public safety risk, particularly when the vehicle is involved in a collision or is parked or driven during high wind conditions;

WHEREAS, advertising signs improperly attached to a motor vehicle or placed entirely over the windows of the motor vehicle or that exceed the length, width or height of the vehicle are not only a visual blight, but pose a safety risk to vehicular traffic and to pedestrians; and

WHEREAS, mobile billboard advertising displays and advertising signs, standing alone in the street or attached to motor vehicles, reduce available on-street parking and impair visibility of pedestrians and drivers;

WHEREAS, Subdivisions (m) and (p)(1) of Section 21100 of the California Vehicle Code allow local authorities to remove mobile billboard advertising displays and regulate advertising signs standing alone in the street or attached to motor vehicles parked or left standing upon a public street, including establishing, through a local ordinance or resolution, a minimum distance that the mobile billboard advertising display or advertising sign shall be moved after a specified time;

WHEREAS, Subdivision (m) of Section 21100 of the California Vehicle Code allows local authorities to regulate mobile billboard advertising displays as defined in Section 395.5 of the California Vehicle Code;

WHEREAS, Subdivision (p)(2) of Section 21100 of the California Vehicle Code states that Subdivision (p)(1) of Section 21100 does not apply to advertising signs that are painted directly upon or are permanently affixed to the body of, an integral part of, or fixture of a motor vehicle for permanent decoration, identification, or display and that do not extend beyond the overall length, width or height of the vehicle;

WHEREAS, Subdivision (p)(3) of Section 21100 of the California Vehicle Code defines “permanently affixed” as any of the following: (a) painted directly on the body of a motor vehicle; (b)

1 applied as a decal on the body of a motor vehicle; (c) placed in a location on the body of a motor vehicle  
2 that was specifically designed by a vehicle manufacturer as defined in Section 672 and licensed  
3 pursuant to Section 11701, in compliance with both state and federal law or guidelines, for the express  
4 purpose of containing an advertising sign;

5 WHEREAS, Subdivision (p)(2) of Section 21100 of the California Vehicle Code allows an  
6 advertisement on a license plate frame and/or a paper advertisement issued by a motor vehicle dealer  
7 contained within a license plate frame, as long as the license plate frame has been installed in  
8 compliance with Section 5201 of the California Vehicle Code;

9 WHEREAS, Subdivision (p)(2) of Section 21100 of the California Vehicle Code did not include  
10 an exception to Subdivision (p)(1) that would exclude local authorities from regulating advertising  
11 signs on motor vehicles, either by resolution or ordinance, including prohibiting the standing or parking  
12 of an advertising sign attached to a motor vehicle pursuant to Section 22651(v)(2) of the California  
13 Vehicle Code, on any public street or public lands in the City;

14 WHEREAS, Subdivisions (v)(2) and (w)(2) of Section 22651 of the California Vehicle Code  
15 allow a city, in lieu of posting signs noticing a local ordinance regulating mobile billboard advertising  
16 displays adopted pursuant to Subdivision (m) and advertising signs pursuant to Subdivision (p) of  
17 Section 21100, to provide notice by issuing a warning citation advising the registered owner of the  
18 vehicle that he or she may be subject to penalties upon a subsequent violation of the ordinance, that  
19 may include the removal of the vehicle as provided in Subdivisions (v)(1) and (w)(1) of Section 22651;

20 WHEREAS, Subdivisions (v)(2) and (w)(2) of Section 22651 of the California Vehicle Code  
21 do not require a city to provide further notice for a subsequent violation prior to enforcement of  
22 penalties for a violation of a local ordinance as authorized under Subdivisions (m) and (p) of Section  
23 21100 of the California Vehicle Code; and

24 WHEREAS, the City of Rialto desires to enact an ordinance allowing for the removal of mobile  
25 billboard advertising displays and regulating advertising signs standing alone in the street or attached  
26 to motor vehicles on public streets throughout the City.

27 NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO FINDS AND  
28 ORDAINS AS FOLLOWS:



1 D. It is the purpose of this chapter to establish rules for the removal of mobile billboard  
2 advertising displays and safe use of advertising signs standing alone in the street or attached to motor  
3 vehicles within the City.

4 **9.97.020 Definitions**

5 A. “Mobile billboard advertising display” when used in this chapter, means an advertising  
6 display that is attached to a mobile, non-motorized vehicle, device, or bicycle that carries, pulls, or  
7 transports a sign or billboard, and is for the primary purpose of advertising.

8 B. “Permanently affixed” when used in this chapter means any of the following: (a) painted  
9 directly on the body of a motor vehicle; (b) applied as a decal on the body of a motor vehicle; (c) placed  
10 in a location on the body of a motor vehicle that was specifically designed by a vehicle manufacturer  
11 as defined in Section 672 of the California Vehicle Code and licensed pursuant to Section 11701 of the  
12 California Vehicle Code, in compliance with both state and federal law or guidelines, for the express  
13 purpose of containing an advertising sign.

14 **9.97.030 Removal of Mobile Billboard Advertising Displays Authorized**

15 Pursuant to Section 22651, Subdivisions (v) and (w), of the California Vehicle Code, any peace  
16 officer, or any regularly employed and salaried employee of the City, who is authorized to engage and  
17 is engaged in directing traffic or enforcing parking laws and regulations may remove, or cause to be  
18 removed, the mobile billboard advertising display or anything that the mobile billboard advertising  
19 display is attached to, including a motor vehicle, located within the territorial limits of the City when  
20 the mobile billboard advertising display is found upon any public street or any public lands, if all of  
21 the following requirements are satisfied: (a) a mobile billboard advertising display, either standing  
22 alone or attached to a motor vehicle, and is parked or left standing in violation of this Code, if the  
23 registered owner of the vehicle or display was previously issued a warning citation for the same offense;  
24 (b) a warning citation was issued to a first-time offender at least 24 hours prior to the removal of the  
25 vehicle or display; and (c) the warning citation advised the registered owner of the vehicle or display  
26 that he or she may be subject to penalties upon a subsequent violation of the ordinance that may include  
27 the removal of the vehicle or display.

28 **9.97.040 Advertising Signs on Motor Vehicles**

1 A motor vehicle may contain advertising signs that are painted directly upon or are permanently  
2 affixed to the body of, an integral part of, or fixture of a motor vehicle for permanent decoration,  
3 identification, or display and that do not extend beyond the overall length, width, or height of the  
4 vehicle. A license plate frame installed in compliance with Section 5201 of the California Vehicle Code  
5 may contain an advertisement on that license plate frame and/or a paper advertisement contained within  
6 the license plate frame if the paper advertisement was issued by a motor vehicle dealer. A motor vehicle  
7 in violation of this Section may be impounded pursuant to Section 22651(w), Subsections (1) and (2)  
8 of the California Vehicle Code.

9 **9.97.050 Post Storage Impound Hearing for Advertising Signs on Motor Vehicles and**  
10 **Mobile Billboard Advertising Displays**

11 Section 22852 of the California Vehicle Code applies to this Section with respect to the removal  
12 of any motor vehicle pursuant to Section 22651(w)(1) of the California Vehicle Code as well as any  
13 vehicle pursuant to Section 22651 (v)(1) of the California Vehicle Code. Section 22852 of the  
14 California Vehicle Code is incorporated by reference and provides, in summary, that whenever an  
15 authorized employee of the City directs the storage of a vehicle, the City shall direct the storage  
16 operator to provide the vehicle's registered and legal owner(s) of record, or their agent(s), with the  
17 opportunity for a post-storage hearing to determine the validity of the storage. Notice of the storage  
18 shall be mailed or personally delivered to the registered and legal owner(s) within 48 hours, excluding  
19 weekends, as specifically provided for under Section 22852 of the California Vehicle Code. To receive  
20 a post-storage hearing, the owner(s) of record, or their agent(s), must request a hearing, in person, in  
21 writing or by telephone, within ten days of the date appearing on the notice.

22 **9.97.060 Violation – Penalties**

23 After the initial warning citation, a subsequent offense of this Chapter is a misdemeanor,  
24 punishable upon conviction by a fine or by imprisonment in the county jail for not more than six months  
25 or by both fine and imprisonment, pursuant to Section 1.16.040. The City Council may establish from  
26 time to time by resolution an increase in the amount of the fine.



1 STATE OF CALIFORNIA )  
2 COUNTY OF SAN BERNARDINO ) ss  
3 CITY OF RIALTO )

4 I, Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Ordinance No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of  
6 the City of Rialto held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
8 \_\_\_\_\_, the foregoing Ordinance No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the Motion:

10 AYES:

11 NOES:

12 ABSENT:

13 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
14 Rialto, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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16 \_\_\_\_\_  
17 Barbara A. McGee, City Clerk  
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Legislation Details (With Text)

File #: 16-717      Version: 1      Name: TAB 1  
 Type: Resolution      Status: Agenda Ready  
 File created: 10/18/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to (1) Adopt Resolution No. 7025 Approving a Construction and Credit Agreement by and between the City of Rialto and State Pipe and Supply Company in the amount of \$99,914.60 and (2) Adopt Budget Resolution No. 7026. (ACTION)

Sponsors:

Indexes:

Code sections:

- Attachments: [Exhibit A - PPD Letter No 2409-Revised](#)  
[Exhibit B - State Pipe - Construction and Credit Agreement \(09.23.2016\)](#)  
[EXHIBIT C - Construction Cost Estimate](#)  
[Exhibit D - Reso Approving Construction and Credit Agreement State Pipe](#)  
[Exhibit E - Budget Reso - State Pipe Credit Agreement](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant City Administrator/Development Services Director

Request City Council to (1) Adopt Resolution No. 7025 Approving a Construction and Credit Agreement by and between the City of Rialto and State Pipe and Supply Company in the amount of \$99,914.60 and (2) Adopt Budget Resolution No. 7026.

(ACTION)

BACKGROUND:

On September 3, 2015, State Pipe and Supply Company (“State Pipe”) submitted planning and development applications (PPD 2409, and EAR 15-44) for the development of a 44,210 square foot manufacturing facility and certain off-site public improvements at their existing pipe storage facility located on the northwest corner of Locust Avenue and Casmalia Avenue (the “Project”). On June 1, 2016, the Development Review Committee (DRC) approved the Precise Plan of Design (PPD 2409) for the Project, subject to certain Conditions of Approval (Exhibit A).

The Conditions of Approval for the Project require State Pipe to construct certain off-site

improvements, including but not limited to: (i) widening and reconstructing Casmalia Avenue to a TI-10 standard along the Project's frontage; and (ii) constructing the raised center median in Casmalia Avenue.

State Pipe requested a Construction and Credit Agreement (Exhibit B) related to the reconstruction of Casmalia Avenue.

Section 3.33.100 of the Rialto Municipal Code (Fee Credits) states that

*...if as a condition of approval of a development project a Developer constructs a public facility identified in a Nexus Report for which a development impact fee is imposed, then the Developer shall be eligible to receive a fee credit toward the development impact fee imposed on the development project for the same type of public facility so constructed... The Developer shall not be entitled to reimbursement for any excess in the costs to construct the public facility over the amount of the Developer's obligation to pay the development impact fee for the type of public facility constructed, unless a separate reimbursement agreement is approved by the City Council.*

#### ANALYSIS/DISCUSSION:

Section 3.33.110 of the Rialto Municipal Code (Construction and Credit Agreements) permits the City Administrator to negotiate a Construction and Credit Agreement, subject to City Council approval. The City Building Official or the City Engineer shall determine the amount of the fee credit based upon the evidence of costs to construct the public facility submitted by the Developer.

The Conditions of Approval for PPD 2409 require State Pipe to remove existing pavement and reconstruct Casmalia to meet a Traffic Index of 10. The improvements to Casmalia Avenue are identified in the Regional Traffic Fee Program (Measure I), and are therefore eligible for reimbursement or a fee credit.

The estimated cost to reconstruct the Casmalia Avenue is \$414,793.53 (Exhibit C). However, the Construction and Credit Agreement limits the proposed credit or reimbursement to the amount of the Regional Traffic Fee, equal to \$99,914.60.

Pursuant to the terms of the Construction and Credit Agreement, State Pipe will comply with the City's bidding and contracting procedures, as well as pay prevailing wages for the publicly financed improvements. Because the Fee Credit is limited to \$99,914.60, State Pipe will only have to pay prevailing wages for construction of the pavement section of Casmalia Avenue, estimated to cost \$175,896.

#### ENVIRONMENTAL IMPACT:

On June 6, 2016, the City's Design Review Committee reviewed the Project and considered a Notice of Determination for a Mitigated Negative Declaration (EAR-15-44). This environmental review analyzed the construction of the on-site private and off-site public improvements. No further environmental review is warranted.

Approval of the Construction and Credit Agreement is an administrative or fiscal action by the legislative body that will not result in any additional a direct or indirect physical change in the environment than what was already analyzed (Section 15378(b) of the California Environmental Quality Act (CEQA) Guidelines).

GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City’s recently adopted General Plan through which the City looks to improve the community. The proposed action is consistent with the following goals and objectives contained in the General Plan:

- Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.
- Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.
- Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

LEGAL REVIEW:

The City Attorney prepared the Construction and Credit Agreement, reviewed, and approved the staff report and Resolution.

FINANCIAL IMPACT:

Developers normally pay development impact fees at issuance of building permits. State Pipe shall receive a credit for the Regional Traffic Fee for \$99,914.60 at building permit issuance. Upon completion, staff will verify the final costs and make reconciliation payments as appropriate. The City shall credit the Developer for the cost of constructing the following public improvements:

<u>Fee Program</u>	<u>Fund Account</u>	<u>Reimbursement/ Eligible Improvements</u>	<u>Fee Credit</u>
Regional Traffic	250-500-4312-3001	Reconstruct Casmalia.	\$ 99,914.60

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt a Resolution Approving a Construction Credit and Reimbursement Agreement by and between the City of Rialto and State Pipe and Supply Company .
2. Approve a Budget Resolution (Exhibit D) Amending the FY16/17 Budget by increasing appropriations in the Regional Traffic Fund Account No. 250-500-4312-3001-\_\_\_\_\_ in the amount of \$99,914.60



# City of Rialto California

August 22, 2016

Roy Jung  
State Pipe & Supply, Inc.  
183 S. Cedar Ave.  
Rialto, CA 92376

Pusan Pipe America (dba. SeAH Steel America, Inc.)  
2100 Main Street, Suite 100  
Irvine, CA 92614

## REVISED

**RE: Precise Plan of Design No. 2409** – A request to allow the development of a 44,210 square foot manufacturing building on 3.99 acres of land (APNs: 1133-191-15, -16, -17, & -18) located at the northwest corner of Casmalia Street and Locust Avenue within the Employment (EMP) zone of the Renaissance Specific Plan.

Dear Mr. Jung:

Thank you for the opportunity to review your proposed development. The City of Rialto appreciates and recognizes your commitment to our community. This letter includes conditions of approval, compiled by various divisions and departments in order to make your review process more expedient and convenient.

The City of Rialto is here to make the development of your project a priority and to assure that it is processed in a timely manner. If you need any additional assistance, please do not hesitate to contact me at (909) 820-2535.

On Wednesday, June 1, 2016, the City's Development Review Committee (DRC) approved Precise Plan of Design No. 2409, subject to the following requirements:

**PLANNING DIVISION – DANIEL CASEY, Associate Planner**  
**(909) 820-2525 x2075**  
[dcasey@rialtoca.gov](mailto:dcasey@rialtoca.gov)

General:

1. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.
2. The applicant shall defend, indemnify and hold harmless the City of Rialto, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its

agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Precise Plan of Design No. 2409. The City will promptly notify the applicant of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

3. Approval of Precise Plan of Design No. 2409 shall comply with all sections of the Rialto Municipal Code and all other State and local laws and ordinances.
4. Approval of Precise Plan of Design No. 2409 is granted for a one (1) year period from the date of approval. Any request for an extension shall be reviewed by the Development Review Committee and shall be based on the progress that has taken place toward the development of the project.
5. The development shall conform to the site-plan, floor plans, and elevations received by the Planning Division on May 18, 2016, except as required to be modified based on the conditions of approval contained herein.
6. All landscape plant species shall comply with the approved Plant Palette of the Renaissance Specific Plan.

Prior to the issuance of Grading Permits:

7. The lowest possible slope shall be provided from the back of the landscape easement along Casmalia Street and Laurel Avenue up to the screen wall so that no more than eight (8) or less feet of the screen wall is visible from the public right-of-way. The purpose of the slope is to prevent obtrusive walls along major arterial streets. The slope shall be identified on the grading plan prior to the issuance of grading permits.
8. In accordance with Figure 4-1 of the Renaissance Specific Plan, a business marker sign shall be installed at the southeast corner of the project site. The business marker sign shall be setback a minimum of five (5) feet from the landscape easement. The location of the business marker sign shall be identified on the precise grading plan prior to the issuance of a grading permit. The business marker sign shall be constructed, under a separate building permit, prior to the issuance of a Certificate of Occupancy.
9. Decorative pavement shall be provided at all vehicular access points to the site. The decorative pavement shall extend across the entire width of the driveway and shall have a minimum depth of twenty-five (25) feet as measured from the property line. Decorative pavement means decorative pavers and/or color stamped concrete. The location of the decorative pavement shall be identified on the Precise Grading Plan prior to the issuance of a grading permit, and it shall also be identified on the site plan within the formal building plan check submittal prior to the issuance of building permits. The type of decorative pavement shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.

Prior to the issuance of Building Permits

10. In order to provide enhanced building modulation in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines), façade returns, at least three (3) feet in depth from the main wall plane, shall be provided at all height variations on all four (4) sides of the building. The façade returns shall be demonstrated on the roof plans within the formal building plan check submittal prior to the issuance of building permits.
11. In order to provide enhanced building modulation in accordance with Section 4 of the Renaissance Specific Plan (Design Guidelines), glazing (or other materials and treatments approved by the Planning Division) shall be incorporated into each of the projected wall panels on the south and west sides of the building. Demonstrate the proposed modulation on the building elevations within the formal building plan check submittal prior to the issuance of building permits.
12. All new walls, including any retaining walls, shall be comprised of decorative masonry block or decorative concrete. Decorative masonry block means tan slumpstone, tan split-face, or precision block with a stucco, plaster, or cultured stone finish. All decorative masonry walls and pilasters shall include a decorative masonry cap. Decorative concrete means painted concrete with patterns, reveals, and/or trim lines. Pilasters shall be incorporated within all new walls. The pilasters shall be spaced a maximum of fifty (50) feet on-center and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum six (6) inches above and to the side of the wall. All walls and pilasters shall be identified on the site plan, and an elevation detail for the walls shall be included in the formal building plan check submittal prior to the issuance of building permits.
13. The exterior of the trash enclosure shall match the material and base color of the building. Additionally, the trash enclosure shall contain solid steel doors. Corrugated metal and chain-link are not acceptable materials to use within the trash enclosure. An elevation detail for the trash enclosures shall be provided within formal building plan check submittal prior to the issuance of building permits.
14. All light standards, including the base, shall be a maximum twenty-five (25) feet high, as measured from the finished surface. Lighting shall be shielded and/or directed toward the site so as not to produce direct glare or "stray light" onto adjacent properties. All light standards shall be identified on the site plan and a note indicating the height restriction shall be included within the formal building plan check submittal prior to the issuance of building permits.
15. All downspouts on all elevations of the building shall be routed through the building. The internal downspouts shall be identified within the formal building plan check submittal prior to the issuance of building permits
16. A formal Landscape Plan submittal shall be submitted to the Planning Division prior to the issuance of building permits. The submittal shall include three (3) sets of planting and

irrigation plans, a completed Landscape Plan Review application, and the applicable review fee.

17. One (1) fifteen (15) gallon tree shall be provided every three (3) parking spaces. All parking lot tree species shall consist of evergreen broadleaf trees. The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits
18. One (1) twenty-four (24) inch box tree shall be installed every thirty (30) feet within the on-site landscape setbacks along Locust Avenue and Casmalia Street. All on-site tree species shall consist of evergreen broadleaf trees and/or palm trees. The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
19. One (1) twenty-four (24) inch box tree shall be installed every thirty (30) linear feet within the public right-of-way parkway along Locust Avenue. The street tree species along Locust Avenue shall be the Robinia Idahoensis "Idaho Locust". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
20. One (1) twenty-four (24) inch box tree shall be installed every thirty (30) linear feet within the public right-of-way parkway along Casmalia Street. The street tree species along Casmalia Street shall be the Pistachia Chinensis "Chinese Pistache" and/or the Hymenosporum Flavum "Wedding Tree". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits.
21. All land not covered by structures, walkways, parking areas, and driveways, unless otherwise specified, shall be planted with a substantial amount of trees, shrubs, and groundcover. Trees shall be spaced a minimum of thirty (30) feet on-center and shrubs and groundcover shall be spaced an average of three (3) feet on-center or less. All planter areas shall receive a minimum two (2) inch thick layer of brown bark, organic mulch, and/or decorative rock upon initial planting. Pea gravel and decomposed granite are not acceptable materials to use within planter areas. All planter areas on-site shall be permanently irrigated and maintained. The planting and irrigation shall be identified on the formal Landscape Plan submittal prior to the issuance of building permits

Prior to the issuance of a Certificate of Occupancy:

22. All ground mounted equipment and utility boxes, including transformers, fire-department connections, backflow devices, etc. shall be surrounded by a minimum of two (2) rows of five (5) gallon shrubs spaced a maximum of twenty-four (24) inches on-center, prior to the issuance of a Certificate of Occupancy.
23. All wrought-iron fencing and sliding gates shall be painted black prior to the issuance of a Certificate of Occupancy.
24. All non-glass doors shall be painted to match the color of the adjacent wall prior to the issuance of a Certificate of Occupancy.

25. The applicant shall obtain any necessary approvals and permits that may be required by any State and local agencies prior to the issuance of a Certificate of Occupancy.
26. The applicant shall comply with all requirements of the West Valley Water District (WVWD) prior to the issuance of a Certificate of Occupancy.

**PUBLIC WORKS – HECTOR GONZALEZ, Associate Engineer**  
**(909) 421- 4986**  
[hgonzalez@rialtoqa.gov](mailto:hgonzalez@rialtoqa.gov)

**This application is subject to the following conditions being completed in compliance with City standards and ordinances. Before final approval of PPD No. 2409 all conditions listed below shall be completed to the satisfaction of the City Engineer:**

**GENERAL**

27. All requirements shall be completed to the satisfaction of the City Engineer prior to issuance of a certificate of occupancy unless otherwise noted.
28. Prior to issuance of a building permit, the developer shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance.
29. Prior to issuance of a building permit, the Precise Grading Plan shall be approved by the City Engineer.
30. Any improvements within the public right-of-way require a City of Rialto Encroachment Permit.
31. Submit street improvement plans prepared by a registered California civil engineer to the Engineering Division for review. **The plans shall be approved by the City Engineer prior to issuance of any building permits.**
32. Submit traffic striping and signage plans prepared by a California registered civil engineer, for review and approval by the City Engineer. All required traffic striping and signage improvements shall be completed concurrently with required street improvements, to the satisfaction of the City Engineer, and prior to issuance of a building permit.
33. Submit landscaping and irrigation system improvement plans for review and approval by the City Engineer. The median irrigation system shall be separately metered from the parkway landscaping to be maintained by the developer, for future use by the City upon acceptance of the median landscaping by the City. The plans shall be approved concurrently with the street improvement plans for the median and prior to issuance of a building permit, unless otherwise allowed by the City Engineer.
34. All median and/or parkway landscaping shall be guaranteed for a period of one year from the date of acceptance by the City Engineer. Any landscaping that fails during the one year landscape maintenance period shall be replaced with similar plant material to the satisfaction

of the City Engineer, and shall be subject to a subsequent one year landscape maintenance period.

35. All proposed trees within the public right-of-way and within 10 feet of the public sidewalk and/or curb shall have City approved deep root barriers installed, as required by the City Engineer.
36. The developer shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2"). An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median and/or parkway landscaping, or any new public street lighting improvements, to be maintained by the City of Rialto.
37. All new street lights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with Southern California Edison ("SCE") for all appropriate service points and electrical meters. New meter pedestals shall be installed and electrical service paid by the developer, until such time as the improvements have been accepted and the underlying property is annexed into LLMD 2.
38. Construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete, as may be determined by the City Engineer. Paving of streets in one lift prior to completion of on-site construction will not be allowed, unless prior authorization has been obtained from the City Engineer. Completion of asphalt concrete paving for streets prior to completion of on-site construction activities, if authorized by the City Engineer, will require additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs, as required by the City Engineer.
39. Any utility trenches or other excavations within existing asphalt concrete pavement of off-site streets required by the proposed development shall be backfilled and repaired in accordance with City of Rialto Standard Drawings. The developer shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets as required by and at the discretion of the City Engineer, including pavement repairs in addition to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Fontana Water Company, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to construction of the proposed development.
40. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing electrical distribution lines of sixteen thousand volts or less and overhead service drop conductors, and all telephone, television cable service, and similar service wires or lines, which are on-site,

abutting, and/or transecting, shall be installed underground. The Development Review Committee is authorized to waive this requirement if it is determined to be infeasible or impractical. The estimated cost to underground approximately 775 lineal feet of overhead utilities is \$300,000 to \$400,000, which represents approximately \$10 per square foot of proposed building area. Because of this substantial burden, the requirement to underground overhead utilities is hereby waived. The proposed project is a partial expansion of an existing facility and the other improvements conditioned under this Precise Plan of Design represent significant enhancements to the site and community.

41. All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and street lights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
42. Construction signing, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform Traffic Control Devices, or subsequent editions in force at the time of construction.
43. Upon approval of any improvement plan by the City Engineer, the improvement plan shall be provided to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
44. The public street improvements outlined in these conditions of approval are intended to convey to the developer an accurate scope of required improvements, however, the City Engineer reserves the right to require reasonable additional improvements as may be determined in the course of the review and approval of street improvement plans required by these conditions.

## **CASMALIA STREET**

45. Construct a 10-foot wide raised and landscaped median island along frontage of property (instead of the 12 foot wide median otherwise prescribed), as approved by the City Engineer to avoid the existing West Valley Water District water line to the maximum extent possible. The median nose width shall be constructed at 4 feet wide and shall have stamped concrete. The left turn pockets shall be designed in accordance with Section 405 of the current edition of the Caltrans Highway Design Manual, and/or as approved by the City Engineer.
46. Dedicate additional right-of-way along the entire frontage as may be required to provide a total half width of 50 feet together with a property line – corner cutback at the corner of Locust Avenue and Casmalia Street as well as Laurel Avenue and Casmalia Street as required by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area that does or will exceed 30 inches in height required to maintain an appropriate corner

sight distance, as required by the City Engineer. The City Engineer may modify the street radius to avoid conflict with existing utilities.

47. Dedicate a 10-foot wide easement for landscape purposes along the entire frontage.
48. Remove existing, and construct new pavement from the centerline of Casmalia northerly, with a minimum pavement section of 5 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 10. The pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.
49. Construct an 8-inch curb and gutter, located at 36 feet north of centerline along the entire frontage in accordance with City of Rialto Standard Drawings.
50. Construct a new underground electrical system for public street lighting improvements. New marbelite street light poles with LED light fixtures shall be installed as approved by the City Engineer, in accordance with City of Rialto Standard Drawings.
51. Construct a 6-foot wide sidewalk 8 feet behind curb along the entire frontage in accordance with City of Rialto Standard Drawings.
52. Construct a curb ramp meeting current California State Accessibility standards at the corner of Casmalia Street & Locust Avenue as well as Casmalia Street & Laurel Avenue, in accordance with City of Rialto Standard Drawings.

## **LOCUST AVENUE**

53. Rehabilitate the existing pavement surface along the entire property frontage using a minimum 2-inch cold mill and overlay, or alternative method approved by and to the satisfaction of the City Engineer. Applicant shall submit core samples if required by the City Engineer to demonstrate adequacy of a mill and overlay approach, versus a total reconstruction.
54. Construct a new underground electrical system for public street lighting improvements. New marbelite street light poles with LED light fixtures shall be installed as approved by the City Engineer, in accordance with City of Rialto Standard Drawings.
55. Construct commercial driveway approaches in accordance with City of Rialto Standard Drawings. The driveway approach shall be constructed so the top of "X" is 5 feet from the property line, or as otherwise approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area that does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.

56. Construct a curb ramp meeting current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.
57. Construct a curb ramp meeting current California State Accessibility standards at the corner of Alder Avenue & Baseline Road as well as Alder Avenue & Miro Way, in accordance with City of Rialto Standard Drawings.

#### **ON-SITE**

58. Development of the site is subject to the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the developer shall ensure development of the site incorporates post-construction Best Management Practices (“BMPs”) in accordance with the Model Water Quality Management Plan (“WQMP”) approved for use for the Santa Ana River Watershed. The developer is advised that applicable Site Design BMPs will be required to be incorporated into the final site design, pursuant to a site specific WQMP submitted to the City Engineer for review and approval.
59. The minimum pavement section for all on-site pavements shall be 2½ inches asphalt concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval.

#### **SANITARY SEWER**

60. The developer shall connect to the City of Rialto sewer system and apply for a sewer connection account with Rialto Water services.
61. Prior to issuance of a certificate of occupancy or final City approvals, provide certification from Rialto Water Services to demonstrate that all water and/or wastewater service accounts have been documented.

#### **DOMESTIC WATER**

62. The developer is advised that domestic water service is provided by West Valley Water Services. The developer shall be responsible for coordinating with West Valley Water Services and complying with all requirements for establishing domestic water service to the property.

## GRADING

63. Submit a Precise Grading Plan prepared by a California registered civil engineer to the Engineering Division for review and approval. **The Precise Grading Plan shall be approved by the City Engineer prior to issuance of a building permit.**
64. Prior to commencing with any grading, the required erosion and dust control measures shall be in place.
65. Submit a Water Quality Management Plan identifying site specific Best Management Practices (“BMPs”) in accordance with the Model Water Quality Management Plan (“WQMP”) approved for use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to the City Engineer for review and approval with the Precise Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the property owner(s) to appropriate operation and maintenance obligations of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and Maintenance Agreement shall be approved prior to issuance of a building permit, unless otherwise allowed by the City Engineer.
66. A Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified September 2, 2009) is required via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge Identification (WDID) number shall be provided to the City Engineer prior to issuance of a grading or building permit. The developer’s contractor shall prepare and maintain a Storm Water Pollution Prevention Plan (“SWPPP”) as required by the General Construction Permit. All appropriate measures to prevent erosion and water pollution during construction shall be implemented as required by the SWPPP.
67. A Geotechnical/Soils Report prepared by a California registered Geotechnical Engineer shall be required for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Engineering Division with the first submittal of the Precise Grading Plan.
68. All stormwater runoff passing through the site shall be accepted and conveyed across the property in a manner acceptable to the City Engineer. For all stormwater runoff falling on the site, on-site retention or other facilities approved by the City Engineer shall be required to contain the increased stormwater runoff generated by the development of the property. Provide a hydrology study to determine the volume of increased stormwater runoff due to development of the site, and to determine required stormwater runoff mitigation measures for the proposed development. Final retention basin sizing and other stormwater runoff mitigation measures shall be determined upon review and approval of the hydrology study by the City Engineer and may require redesign or changes to site configuration or layout consistent with the findings of the final hydrology study. The volume of increased stormwater runoff to retain on-site shall be determined by comparing the existing “pre-developed” condition and proposed “developed” condition, using the 100-year frequency storm.

69. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the adjacent public streets. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.
70. Provide pad elevation certifications for all building pads in conformance with the approved Precise Grading Plan, to the Engineering Division prior to construction of any building foundation.
71. Prior to issuance of a certificate of occupancy or final City approvals, demonstrate that all structural BMP's have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP.

#### MAP

72. A lot Line Adjustment for merger of APN: 1133-191-15, -16, -17, -18 shall be submittal for Merger of parcels as required by the City Engineer.

**FIRE DEPARTMENT – KERRI WALTON, Assistant Fire Marshal**  
**(909) 820-2691**  
[kw Walton@confire.org](mailto:kw Walton@confire.org)

73. The development shall conform with all requirements of the Rialto Municipal Code requiring on-site fire protection prior to construction.
74. An engineered automatic sprinkler system is required to be installed in all residential structures and any structure five thousand (5,000) square feet or larger or more than 150 feet from fire hydrant to the satisfaction of the Fire Department. Plans for such a system shall be submitted for review and approval by the Fire Department prior to the issuance of Building Permits.
75. The use or storage of any hazardous or flammable materials shall comply with the requirements of the Fire Department and must comply with the California Fire Code current edition. Storage of such materials shall conform with all requirements of the City's Industrial Waste Ordinance.
76. A water supply system shall be installed, capable of providing the required fire flow for the proposed type of development as per requirements of the applicable California Fire Code current edition. On-site fire hydrants shall be installed by a C-16 licensed contractor as required prior to the construction phase of the development. Plans for the on-site water system shall be approved by the Fire Department prior to issuance of building permits. Provide 12 gage locator wire non-insulated, taped above fire service main for all underground fire line.
77. Premise identification - as per requirements outlined in Rialto Municipal Code and current edition of California Fire Code. Address numbers shall be placed on all buildings in such a

manner as to be plainly visible and legible from the street frontage and rear side of building. The numbers shall contrast with the background of the buildings.

78. Where access to or within a structure area is restricted because of secured openings and immediate access is necessary for life saving or firefighting purposes, a Key Box is to be installed in an accessible location(s) as approved by the Fire Department. The Key Box shall be of a type approved by the Fire Department.
79. Any automatic fire extinguishing systems, smoke removal or venting systems shall be designed in accordance with California Fire Code current edition and National Standards.
80. Automatic fire extinguishing systems shall be provided for the protection of commercial type cooking equipment per NFPA 17, 17A and 96. Include owner's manual with plan submittal.
81. A fire alarm and/or "Fire Alarm Evacuation" system per NFPA 72 and State Fire Marshall will be required.
82. Fire apparatus access roads shall be required for any building constructed where any portion of an exterior wall is located more than 150 feet from Fire Department vehicle access. Fire apparatus roads shall have an unobstructed width of not less than twenty-six (26) feet and an unobstructed vertical clearance of not less than fourteen (14) feet, six (6) inches.
83. If temporary fencing is used to enclose the construction site, at least two (2) means of unobstructed access must be installed and maintained each of which is to be located as to give maximum access to all parts of the site. Locking devices shall be of materials which can be readily forced by equipment used by the Rialto Fire Department.
84. The storage or stacking of lumber, fabricated components or other combustible materials is not permitted nor shall the storage of structure framing lumber be initiated within the City limits until all water lines and hydrants, as set forth on the approved water map for the project, have been installed and approved by the Fire Department.
85. The development shall conform to the regulations of the California State Fire Marshal as contained within Title 19 and Title 24 of the California Code of Regulations.
86. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface so as to provide all-weather driving capabilities. (CFC 2007 – Appendix D 102.1).
87. Fire apparatus turning radius clearance to be determined by the fire code official. (CFC 2007 – Appendix D 103.3)
88. Provide fire protection of storage sprinkler plans according to NFPA 230 and CFC Chapter 23.
89. Provide blue reflective marker to indicated hose valve location.

**BUILDING DIVISION – JAMES CARO, Building & Code Enforcement Manager**  
**(909) 421-4962**  
[jcaro@rialtoca.gov](mailto:jcaro@rialtoca.gov)

**Note: Plans must be submitted directly to the Building Division**

90. Provide three to five (3-5) full sets of construction plans and documentation for plan review of the proposed project. Below you will find a list of the plans and documents Building and Safety will need for plan review. The initial plan review will take approximately two weeks on most projects.

91. Provide the following sets of plans and documents.

**Building & Safety submittal's required at first plan review.**

- (3-5) Full Architectural and Structural Plans with all MEP plans
- (2) Structural Calculations
- (2) Sets of Truss Calculations and Layout
- (2) Rough and Precise Grading Plans approved by Public Works
- (2) Title 24 Energy Calculations

**Building & Safety General Information**

92. All structures shall be designed in accordance with the 2013 California Building Code, 2013 California Mechanical Code, 2013 California Plumbing Code, and the 2013 California Electrical Code, 2013 Residential Code and the 2013 California Green Buildings Standards adopted by the State of California.

93. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall obtain clearances from each department and division prior to requesting a final building inspection from Building & Safety. Each agency shall sign the bottom of the Building & Safety Job Card.

94. Building & Safety inspection requests can be made twenty four (24) hours in advance for next day inspection. Please contact the Building Division at (909) 820-2505. You may also request inspections at the Building & Safety public counter.

95. All construction sites must be protected by a security fence and screening. The fencing and screening shall be maintained at all times to protect pedestrians.

96. Temporary toilet facilities shall be provided for construction workers. The toilet facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3.

97. Construction projects which require temporary electrical power shall obtain an Electrical Permit from Building & Safety. No temporary electrical power will be granted to a project

unless one of the following items is in place and approved by Building & Safety and the Planning Department.

- (A) Installation of a construction trailer, or,
- (B) Security fenced area where the electrical power will be located.

98. Installation of construction/sales trailers must be located on private property. No trailers can be located in the public street right of way.
99. Site development and grading shall be designed to provide access to all entrances and exterior ground floors exits and access to normal paths of travel, and where necessary to provide access. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sec, 11A and 11B.
100. The City enforces the State of California provisions of the California Building Code **disabled access requirements. The Federal Americans with Disabilities Act (ADA)** standards may differ in some cases from the California State requirements, therefore it is the building owner's responsibility to be aware of those differences and comply accordingly.
101. Site facilities such as parking open or covered, recreation facilities, and trash dumpster areas, and common use areas shall be accessible per the CBC, Chapter 11.
102. Separate plan submittals and permits are required for all accessory structures; example would be trash enclosures, patios, block walls, play equipment, and storage buildings.
103. Pursuant to the California Business and Professions Code Section 6737, most projects are required to be designed by a California Licensed Architect or Engineer. The project owner or developer should review the section of the California Codes and comply with the regulation.
104. Fire sprinklers, fire alarm systems and fire hydrant plans shall be submitted for plan review concurrently with building plans and shall be approved prior to permit issuance.
105. Normal Building Division business hours are Monday through Thursday between 7:00 a.m. to 6:00 p.m. Normal Inspection hours are 8:00 a.m. to 5:00 p.m. Inspection requests shall be made at least one business day prior to the inspection date. No overtime inspections are available and deputy inspectors **shall not** perform required inspection under any circumstance.
106. Permitted hours for construction work from October 1<sup>st</sup> through April 30<sup>th</sup> are Monday – Friday, 7:00 a.m. to 5:30 p.m. and Saturday 8:00 a.m. to 5:00 p.m. From May 1<sup>st</sup> through September 30<sup>th</sup> permitted hours for construction is Monday- Friday, 6:00 a.m. to 7:00 p.m.

and Saturday 8:00 a.m. to 5:00 p.m. Construction is prohibited on Sundays and State holidays.

107. Place PPD conditions of approval on the plans and include the PPD number on right bottom corner cover page in 20" point bold.
108. All construction debris shall be recycled using an approved City of Rialto recycling facility. Copies of receipts for recycling shall be provided to the City Inspector and a copy shall be placed in the office of the construction site.

**Building & Safety Conditions**

109. Prior to the issuance of a Building Permit, the applicant shall pay all Development Improvement Fee's to the City; this also includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to Building & Safety prior to permit issuance.
110. All on site utilities shall be underground to the new proposed structure unless prior approval has been obtained by the utility company or the City.
111. Prior to issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved.
112. Prior to issuance of Building Permits, site grading certification and pad certifications shall be submitted to Building & Safety. Prior to concrete placement, submit a certification for the finish floor elevation and set backs of the structures. The certification needs to reflect that the structure is in conformance with the Precise Grading Plans. Compaction reports shall accompany pad certifications. The certifications are required to be signed by the engineer of record.
113. Design criteria for the City of Rialto are: ultimate wind speed of 130, exposure C seismic zone D.
114. All construction projects shall comply with the National Pollutant Discharge Elimination Systems (NPDES) and the current County of San Bernardino Storm Water Permit, MS-4.

**ECONOMIC DEVELOPMENT - GREG LANTZ, Economic Development Manager**  
**(909) 820-8016**  
[glantz@rialtoqa.gov](mailto:glantz@rialtoqa.gov)

115. The proposed project being classified as an **Industrial – Manufacturing Building** consisting of one building totaling **44,210** square feet (with 3,695 sf office) on a **3.99** acre development site within the Renaissance Specific Plan Area.
116. Applicant/Developer shall be assessed and shall pay the following development impact fees estimated below prior to the issuance of building permits. **Fees noted below are subject to annual adjustments each July as established by the current fee ordinance.** Fees shall be assessed and paid at the current amount as of the date payment is made in full.

**DEVELOPMENT IMPACT FEE CALCULATIONS**

Site Address:	Improved Area Lot Size	Improvements Sq. Footage	Frontage
NWC Casmalia and Locust	3.99 ac	44,210 sf Manufacturing 40,515 sf Office 3,695 sf	516

2016 Fees				
Impact Fee Category	Agency	Unit	Fee/Unit	Total Fee Assessed
<b>City of Rialto Impact Fees</b>				
Fire Facilities	City of Rialto	44.21 tsf	\$ 75.73	\$ 3,348.02
Fire Service Development Fees (4", 6", 8", 10")	City of Rialto			NA
General Facilities	City of Rialto	44.21 tsf	\$ 63.21	\$ 2,794.51
Law Enforcement	City of Rialto	44.21 tsf	\$ 46.26	\$ 2,045.64
Open Space	City of Rialto	44.21 tsf	\$ 120.00	\$ 5,305.20
Storm Drain	City of Rialto	3.990 ac	\$ 31,607.97	\$ 125,716.80
		44 tsf	\$ 1,609.17	\$ -
Street Medians	City of Rialto	44.21 tsf	\$ 20.00	\$ 884.20
Transportation Facilities Fee	City of Rialto	44,210 sf	\$ 2.26	\$ 99,914.60
Water Facilities	WWWD			NA
Wastewater Collection	City of Rialto	616 lft	\$ 71.63	\$ 44,062.46
Wastewater Connection - Manufacturing Dom. Use	City of Rialto	40,515 tsf	\$ 1,001.35	\$ 40,589.70
Wastewater Connection - Office Use	City of Rialto	3,695 tsf	\$ 1,001.35	\$ 3,699.99
			\$ 7.43	\$ 326,341.54
<b>Renaissance Specific Plan Fair Share Fees:</b>				
Renaissance Specific Plan/EIR Fee		3.99 ac	\$ 3,188.69	\$ 12,642.67
Renaissance Specific Plan- Traffic Mitigation Fee		44.21 tsf	\$ 142.40	\$ 6,295.50

**Estimated total DIF fees to be paid** **\$ 347,279.71**

Notes	
<sup>1</sup> Drainage fee is assessed upon the higher of the Square Footage rate and acreage rate.	\$ (99,914.60)
<sup>2</sup> Transportation Fee is based upon the Industrial Rate - Will increase on January 1, 2017	\$ (864.20)
<sup>3</sup> Wastewater Collection Fee based upon lineal front footage	\$ 246,480.91
<sup>4</sup> Wastewater Connection (Treatment) - Based upon proposed Manufacturing (domestic only)	

This preliminary estimate of Development Impact Fees is deemed to be reliable for budgeting purposes only.  
The estimate is not guaranteed and does not include the fees that may be assessed by other agencies.

117. Developer or Applicant has the right to protest the imposition of any development impact fee or exaction for the project. Developer shall have ninety (90) days from the date these conditions are established in which to challenge or protest the amount of the fees or exactions assessed upon the project.
118. The Developer/Applicant/Employer shall use all commercially reasonable efforts to recruit and hire local residents for any full and part time employment opportunities. Developer and/or Applicant shall conduct local on-site and/or off-site job recruitment. The Developer/Applicant/Employer shall furnish the City of Rialto Human Resources Development and/or Development Services Department with the location, dates and times for all on and off-site job recruitment efforts at least 30 days prior to the date of the accepting applications or employee recruitment efforts commence. The City shall be authorized to post and advertise the job recruitment information provided on the City's website, Rialto Network and other jobs available and job recruitment sites within the region.
119. The Applicant/Developer shall use all commercially reasonable efforts, including placing specific language within bid documents, to encourage the hiring local contractors, laborers, and resident for any full and part time construction related employment opportunities.
120. The Applicant/Developer shall use all commercially reasonable efforts, including placing specific bid language in the bid documents and instructions, to encourage contractors to purchase all construction related materials from local vendors and suppliers.
121. Property is located within the Renaissance Specific Plan Area and is subject to the following fair share fees, subject to annual increases.

RSP Specific Plan/EIR Fair Share Fee      3.99 acres @ \$3,327.02 acre

RSP Traffic Mitigation Fair Share Fee      44.21 K SF @ \$145.53

122. If applicable, Applicant/Developer shall establish and register the premises as a point of sale through the State Board of Equalization. Applicant/Developer shall report all taxable transactions conducted at, on or through the business operations located on the premises.
123. The City of Rialto is currently developing a smarter advanced logistics and transportation system that will report, monitor, and coordinate truck trips coming into and leaving the local and regional transportation and roadway network. If implemented by the City of Rialto and/or another regional transportation agency(ies), all distribution warehouses, logistics companies or other businesses dependent upon the shipment of goods that maintain and operate a facility in the City of Rialto will be asked to participate and subscribe to this advanced logistics transportation system, which will monitor, track and coordinate all truck trips and shipments of goods into and out of the City or Rialto and the regional transportation system for the coordination and shipments of goods during off peak hours.

Approval of **Precise Plan of Design No. 2409** shall not be final until the applicant has signed the enclosed Statement of Acceptance of Conditions of Approval. The Building and Public Works Department will not begin plan checking for building or grading permits until the signed Statement of Acceptance has been filed with the Planning Division.

DRC approval, as outlined above, does not necessarily imply immediate issuance of building or grading permits. Where applicable, the applicant is required to submit final engineering and building plans and specifications to the Public Works and the Building Division for plan checking. Time frames for this processing will vary depending on City workload, the complexity of the project and timely submittals.

If you are aggrieved by any of the Conditions set forth in this approval letter, please contact the appropriate staff member as identified in the Conditions of Approval. If you still wish to discuss the justification for a particular condition and prefer to discuss this with the Development Review Committee (DRC), please contact the Planning Division at (909) 820-2535, in order to schedule a meeting with the DRC. Pursuant to City Council Resolution No. 2507, if you still do not concur with the Conditions of Approval by the (DRC), you may appeal the DRC conditions to the Planning Commission. The written appeal shall be filed to the Development Services Department and shall specifically state why you disagree with the Conditions of Approval set forth by the DRC.

Additionally, please take the time to complete the enclosed *Development Review Process Survey*. Your input will greatly assist us in providing the best possible service to residents, developers, and organizations doing business within the City of Rialto.

Should you have any questions or if we may be of any assistance, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gina M. Gibson', written over a white background.

Gina M. Gibson  
Planning Manager

cc: Development Review Committee  
Bridget Herdman, Herdma Rierson



# *City of Rialto* *California*

## **DEVELOPMENT REVIEW COMMITTEE**

### *STATEMENT OF ACCEPTANCE*

I, \_\_\_\_\_, dba \_\_\_\_\_, do hereby state that  
I am aware of all Conditions of Approval for **Precise Plan of Design No. 2409** and do hereby  
agree to accept and abide by all conditions set forth in the approval letter dated August 22, 2016.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**CITY OF RIALTO  
DEVELOPMENT SERVICE DEPARTMENT  
DEVELOPMENT REVIEW PROCESS SURVEY**

DATE: \_\_\_\_\_ PROJECT No.: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

COMPANY/ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

<i>Please check appropriate box:</i>	Yes	No		Yes	No
Was the Development review process explained thoroughly and clearly?			Did your company/organization receive the conditions of approval in a timely manner?		
Were questions regarding the development answered or referred to a staff member who could assist you?			Were the conditions of approval clear and understandable?		
Did staff respond to your questions in a timely and professional manner?			Was the development impact fee process explained thoroughly?		
Were you contacted during the development review process by a staff member offering assistance?			Were the appropriate development impact fees identified for your project?		
If told that a staff member would contact you with an answer, were you contacted?			Were the preliminary development impact fees for your project calculated and provided prior to your submittal for building plan check?		
How many days did it take a staff member to contact you? (Please check one): <input type="checkbox"/> 1 day or less <input type="checkbox"/> 2 – 5 days <input type="checkbox"/> A week or more    *If a week or more, please state how long: _____					

What can we do to improve the development review process? \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Any additional comments/suggestions: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

***Thank you for taking the time to assist us in making Rialto a city where residents, developers, and organizations would like to do business again!***

**CONSTRUCTION AND CREDIT AGREEMENT**  
**DEVELOPMENT IMPACT FEE PROGRAM**

This CONSTRUCTION AND CREDIT AGREEMENT (“Agreement”) is entered into this 8<sup>th</sup> day of November 2016, by and between the **City of Rialto**, a California municipal corporation (“City”), and **State Pipe and Supply Company**, a California corporation (“Developer”). City and Developer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

**RECITALS**

WHEREAS, Developer proposes to develop approximately 4 acres of real property located at the northwest corner of Casmalia Street and Locust Avenue in the City of Rialto, County of San Bernardino, State of California and more specifically described in the legal description set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, Developer requested from City certain entitlements and/or permits for the construction of certain improvements on the Property, including a 44,210 square foot manufacturing facility and certain off-site public improvements, which are more particularly described and identified within the Conditions of Approval for Precise Plan of Design (“PPD”) 2409 (the “Project”); and

WHEREAS, as a condition to City's approval of the Project, City required Developer to, among other things, widen and construct Casmalia Street, a public street within the City (the “Casmalia Improvements,” which may be referred to herein as the “Improvements”) as described on the approved plans and specifications attached hereto as **Exhibit “B”** (such plans and specifications, with any changes approved by City and Developer, are collectively referred to herein as the “Plans and Specifications”); and

WHEREAS, Chapter 3.33 of the Rialto Municipal Code establishes development impact fees (“DIF Fees”) to finance public facilities in furtherance of the goals and objectives of the city's general plan, various facility master plans, capital improvement plans, and the Nexus Reports described in Section 3.33.030, as they may be amended from time to time (collectively, “Nexus Reports”). The imposition of DIF Fees ensures that new development in the city bears its proportionate share of the cost of public facilities necessary to accommodate such development, which thereby promotes and protects the public health, safety, and welfare; and

WHEREAS, Developer has paid or will pay all Development Impact Fees as identified in **Exhibit “C”**; and

WHEREAS, pursuant to Section 3.33.100 of the Rialto Municipal Code, Developer may be eligible to receive and the City may grant credit towards the DIF Fees for construction of eligible public improvements or facilities as contained in and in accordance with the Nexus Reports. Provided however, the amount of the fee credit or reimbursement shall not exceed the

amount of the DIF Fees assessed for which the fee credit or reimbursement is granted, unless the City Council also approves a Reimbursement Agreement; and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Improvements, (2) to ensure that construction of the Improvements is undertaken in accordance with the Plans and Specifications, and (3) to compensate the Developer for the actual costs to construct the Improvements by granting credits (or reimbursements) toward Developer's obligation to pay the Regional Traffic Impact Fee ("Regional Traffic Fee").

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

## **TERMS**

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements. Developer shall construct or have constructed, at its own cost and expense, the Improvements in accordance with the Plans and Specifications. Developer (or its contractors) shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Improvements until all Plans and Specifications for the Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer (through its contractors) shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement, any applicable law, and any permit or license issued to Developer.

2.3 Public Works Requirements. Developer shall ensure that the construction of the Improvements is undertaken as if such Improvements were constructed under the direction and authority of City. Thus, without limitation, Developer shall comply or, in some case as noted has complied, with the following requirements with respect to the construction of the Improvements:

(a) Developer has obtained bids for the construction of the Improvements in a manner which has been approved by the City Engineer. The contract or contracts for the construction of the Improvements have been awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Improvements.

(b) Developer's General Contractor for the construction of the Public Improvement shall require that the General Contractor pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

(c) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Improvements which they will construct in conformance with Section 13.0 of this Agreement.

2.4 Compliance with Plans and Specifications. The Improvements shall be completed in accordance with the Plans and Specifications as approved by City.

2.5 Standard of Performance. Developer and its contractors shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on the Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the Plans and Specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until such Improvements are accepted by City. City shall exercise no control over the Improvements until accepted. Developer shall have no obligation to make the Improvements available for public use at any time before the Improvements are accepted by City. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all

maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the sole negligence or willful misconduct of City, its elected officials, employees and/or agents.

4.0 Fees and Charges. Developer shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of the construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City/County Inspection of Improvements. Developer shall, at its sole cost and expense, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security reasonably acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are completed by Developer in accordance with the Plans and Specifications, City shall be authorized to accept the Improvements. City may, in its reasonable discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of San Bernardino a notice of completion for the accepted Improvements in accordance with California Civil Code section 8182 ("Notice of Completion"), at which time the accepted Improvements shall become the sole and exclusive property of City without any payment therefor. Notwithstanding the foregoing, City may not accept any Improvements (or the applicable portion thereof) unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements (or the applicable portion thereof). The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the

Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise materially unsatisfactory portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost and expense of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to provide a warranty for one (1) year period following City acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) business days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

10.2 Failure to Remedy; City/County Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may

exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below or, at the City's request, in lieu of surety bonds, a letter of credit or letters of credit by a banking institution with a rating to be approved by the City and terms to be approved by the City ("Security"). The amount of the Security shall be based on the estimated actual costs (the "Estimated Costs") to construct the Improvements, as determined by City after Developer has awarded a contract for construction of the Improvements to the lowest responsive and responsible bidder in accordance with this Agreement. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 *et seq.* of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 *et seq.* of this Agreement, and to secure the Warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after the date City accepts the Improvements.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in **Exhibit "D"** unless other forms are deemed acceptable by the

City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as **Exhibit “D”** and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Developer in connection with the performance of this Agreement (“Claims”). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer’s obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

### 13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below (“Required Insurance”). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers’ Compensation. Workers’ compensation insurance with limits as required by the Labor Code of the State of California and employers’ liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.

#### 14.0 Fees Credit and Reimbursement.

14.1 Regional Traffic Fee Obligation. City and Developer acknowledge that as of the date of this Agreement, the Developer owes the City a total amount of **Ninety-Nine Thousand Nine Hundred Fourteen Dollars and Sixty Cents (\$99,914.60)** for the Regional Traffic Fee (the "Regional Traffic Fee Obligation").

14.1.1 Credit Offset against Regional Traffic Fee Obligation. As consideration for Developer's obligation under this Agreement to construct the Casmalia

Improvements, the City shall apply a credit in the amount of the estimated construction costs, up to the total “Regional Traffic Fee Obligation” for the Casmalia Improvements (the engineer’s estimated construction costs are deemed to be the “Estimated Regional Traffic Fee Credit”), thereby reducing the Regional Traffic Fee Obligation otherwise owed at issuance of building permits for the Project. At the time of this Agreement, the Estimated Regional Traffic Fee Credit is **\$414,793.53**, as set forth on **Exhibit “E”**. The Actual Regional Traffic Fee Credit is defined and shall be calculated as provided in Section 14.3 of this Agreement.

14.1.2 Application of Estimated Regional Traffic Fee Credit against Regional Traffic Fee Obligation. Prior to the issuance of building permits for the Project, Developer shall pay to City Zero Dollars (\$0.00), the amount of the Regional Traffic Fee Obligation less the Estimated Regional Traffic Fee Credit as set forth on **Exhibit “E.”**

14.2 Reconciliation; Final Offset against Outstanding Fee Obligations. Upon completion of the Improvements by Developer, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate and verify the total eligible and actual costs incurred by Developer to construct the Improvements (“Verified Construction Costs”).

The Actual Regional Traffic Fee Credit shall be equal to the Verified Construction Costs for the eligible improvements, subject to the maximum fee credit limit contained in Section 14.3, and shall be used for the purposes of the final reconciliation.

If the Actual Regional Traffic Fee Credit is less than the Estimated Regional Traffic Fee Credit, then Developer shall pay the balance to City to fully satisfy Developer’s Regional Traffic Fee Obligation within thirty (30) days. If the Actual Regional Traffic Fee Credit exceeds the Estimated Regional Traffic Fee Credit, City shall refund the balance(s) to Developer within thirty (30) days, subject to the maximum fee credit limits contained in Section 14.3.

14.3 Fee Credit Limits. Notwithstanding anything to the contrary in this Section 14, the following limits apply with respect to credit and reimbursement of DIF Fees.

14.3.1. DIF Fee Categories. Developer acknowledges that DIF Fees are imposed in various separate categories to fund specific public facilities. Credit against DIF Fees may only be applied for eligible improvements identified in the specific DIF category. As an example, if Developer constructs a street improvement that is eligible for credit against the Regional Traffic Fee, Developer shall not receive credit against any other Development Impact Fee (e.g., Storm Drainage Fee) for the street improvement.

14.3.2 Maximum Credit. The amount of the Actual Regional Traffic Fee Credit shall not exceed the amount of the DIF Fees paid for each respective DIF Fee category.

14.3.3 Soft Costs. The City Engineer shall, in his/her sole discretion, determine the amount of reasonable soft costs eligible for reimbursement under the Fee Credit provision of Rialto Municipal Code Section 3.33.100. Such amounts may include the reasonable soft costs of the City related to the improvements including indirect costs of construction, including professional engineering and design services, construction management, soils testing, administrative costs, permits, plan check fees and inspections, In order for soft costs to be reimbursable to Developer pursuant to this Agreement, City must be able to verify that such soft

costs are specifically attributable to the specified Public Improvement(s) for which reimbursement is being made, by reference to separate subcontract(s) or by another means Approved by the City. The total amount of the soft costs shall not exceed fifteen percent (15%) of the amount eligible for reimbursement. The City may, in its sole discretion, reduce or disallow reimbursement for any costs the City finds excessive or unreasonable.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in a form reasonably similar to the form attached hereto as **Exhibit "F"**.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376  
Attn: City Administrator  
Phone: (909) 820-2689  
Fax: (909) 820-2527

To Developer: State Pipe & Supply, Inc.  
183 S. Cedar Ave.  
Rialto, CA 92376  
Attn: Roy Jung  
Phone: (909) 877-9999  
Fax: (909) 421-3748

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.6 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.7 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.12 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.13 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.15 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

**[SIGNATURES OF PARTIES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**DEVELOPER:**

STATE PIPE AND SUPPLY INC.,  
a California corporation

By: \_\_\_\_\_  
Jung Lee, President

**CITY:**

CITY OF RIALTO,  
a California municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Barbara McGee, City Clerk

**APPROVED AS TO FORM:**

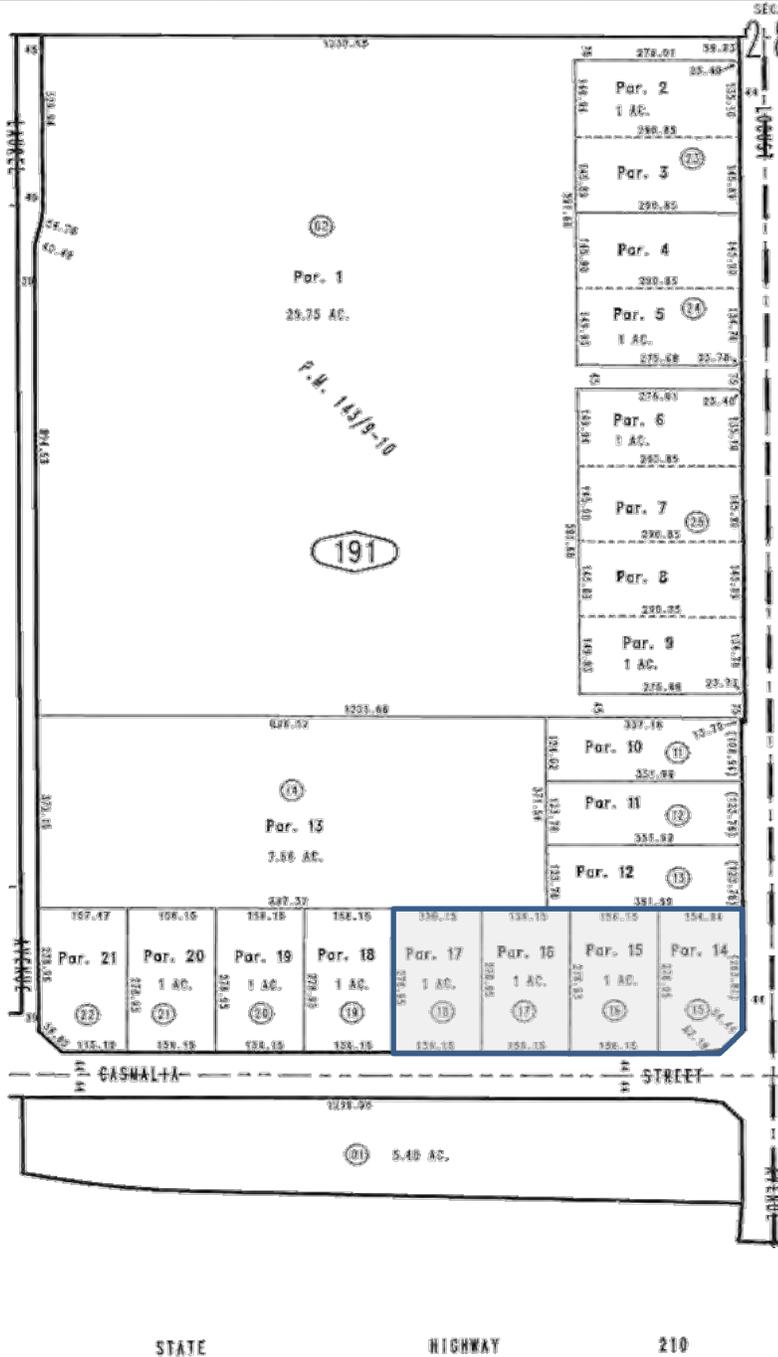
By: \_\_\_\_\_  
Fred Galante, Esq., City Attorney

## EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

That certain real property located in the City of Rialto, County of San Bernardino, State of California, described as follows:

Parcel 14 - 17 of Parcel Map 11686, as per plat recorded in Book 143, Page 9 and 10 of Parcel Maps, in records of said County.

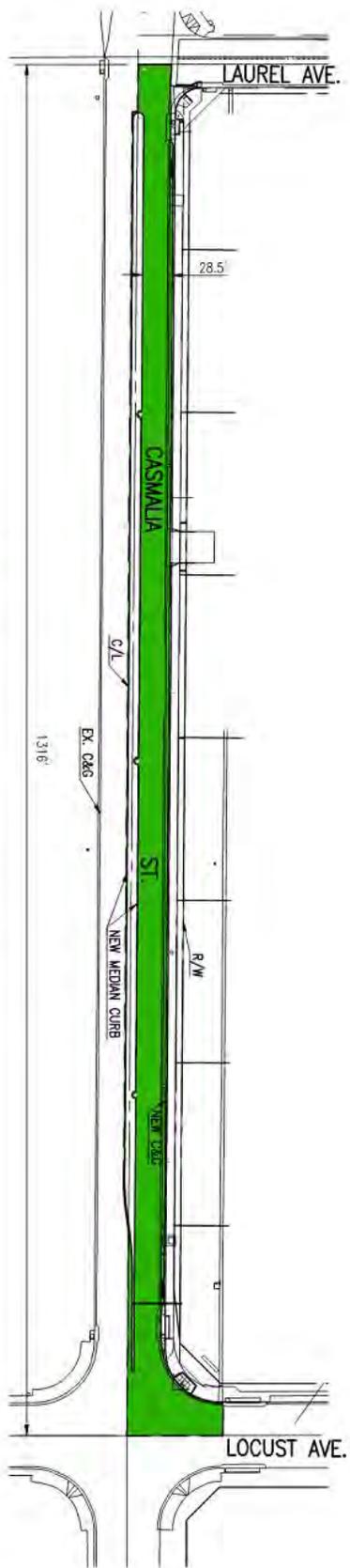
**APN: 1133-191-15-0-000, 1133-191-16-0-000, 1133-191-17-0-000 AND 1133-191-18-0-000.**



**EXHIBIT “B”**

**PLANS AND SPECIFICATIONS**

[ATTACHED BEHIND THIS PAGE]



 REMOVE EXISTING PAVEMENT AND REPLACE WITH  
 NEW 5<sup>TH</sup> AC OVER 6<sup>TH</sup> CLASS II AB  
 (41,880 SF)

NEW AC PAVEMENT COST = 41,880 SF X \$4.20 = \$175,896  
 AC REMOVE COST = 41,880 SF X \$0.72 = \$30,154  
 TOTAL COST = \$206,050

SCALE: 1"=100'

**NEW AC PAVEMENT EXHIBIT**  
 SPS SPIRAL MILL  
 2180 N. LOCUST AVE.



**EXHIBIT "C"**

**DEVELOPMENT IMPACT FEES**

**DEVELOPMENT IMPACT FEE CALCULATIONS**

	<b>PPD</b>	<b>2409</b>	
	<b>Improved Area</b>	<b>Improvements</b>	
<b>Site Address:</b>	<b>Lot Size</b>	<b>Sq. Footage</b>	<b>Frontage</b>
NWC Casmalia and Locust	3.99 ac	44,210 sf	616
		Manufacturing 40,515 sf	
		Office 3,695 sf	

<b>FY 2016-17 Fees</b>				
<b>Impact Fee Category</b>	<b>Agency</b>	<b>Unit</b>	<b>Fee/Unit</b>	<b>Total Fee Assessed</b>
<b>City of Rialto Impact Fees</b>				<b>Notes</b>
Fire Facilities	City of Rialto	44.21 tsf	\$ 77.40	\$ 3,421.85
Fire Service Development Fees (4", 6", 8", 10")	City of Rialto			NA <b>WVWD</b>
General Facilities	City of Rialto	44.21 tsf	\$ 64.60	\$ 2,855.97
Law Enforcement	City of Rialto	44.21 tsf	\$ 47.30	\$ 2,091.13
Open Space	City of Rialto	44.21 tsf	\$ 120.00	\$ <b>5,305.20</b>
Storm Drain	City of Rialto	3.990 ac	\$ 32,201.15	\$ 128,482.59
		44 tsf	\$ 1,848.97	\$ - Note 1
Street Medians	City of Rialto	44.21 tsf	\$ 20.00	\$ <b>884.20</b>
Transportation Facilities Fee	City of Rialto	44,210 sf	\$ 2.26	\$ <b>99,914.60</b> Note 2
Water Facilities	WVWD			NA <b>WVWD</b>
Wastewater Collection	City of Rialto	616 lff	\$ 73.10	\$ 45,029.60 Note 3
Wastewater Connection - Manufacturing Dom. Use	City of Rialto	40.515 tsf	\$ 1,001.35	\$ 40,569.70 Note 4
Wastewater Connection - Office Use	City of Rialto	3.695 tsf	\$ 1,001.35	\$ 3,699.99
			\$ 7.52	\$ <b>332,254.83</b>

<b>Renaissance Specific Plan Fair Share Fees:</b>				
Renaissance Specific Plan/EIR Fee	*	3.99 ac	\$ 3,327.02	\$ 13,274.81
Renaissance Specific Plan- Traffic Mitigation Fee		44.21 tsf	\$ 145.53	\$ <u>6,433.88</u>

**Estimated total DIF fees to be paid** **\$ 351,963.52**

**Notes**

- <sup>1</sup> Drainage fee is assessed upon the higher of the Square Footage rate and acreage rate.
- <sup>2</sup> Transportation Fee is based upon the Industrial Rate - Will increase on January 1, 2017
- <sup>3</sup> Wastewater Collection Fee based upon lineal front footage
- <sup>4</sup> Wastewater Connection (Treatment) - Based upon proposed Manufacturing (domestic only)

**EXHIBIT "D"**

**FORMS FOR SECURITY**

[ATTACHED BEHIND THIS PAGE]

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**PERFORMANCE BOND**

WHEREAS the City of Rialto has executed an agreement with State Pipe and Supply, Inc., a California corporation (hereinafter “Developer”), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the “Work”);

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Credit and Construction Agreement dated \_\_\_\_\_, (hereinafter the “Agreement”); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Rialto in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their 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, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Agreement, 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 attorneys’ fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification 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.

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

STATE OF CALIFORNIA            )  
                                                  )  
COUNTY OF \_\_\_\_\_        )

ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (surety) and 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)

My Commission Expires \_\_\_\_\_



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the attached bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. \_\_\_\_\_  
INITIAL PREMIUM: \_\_\_\_\_  
SUBJECT TO RENEWAL

**LABOR & MATERIAL BOND**

WHEREAS the City of Rialto has executed an agreement with State Pipe and Supply, Inc., a California corporation (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Credit and Construction Agreement dated \_\_\_\_\_, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Rialto and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of

California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430 or 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification 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.

IN WITNESS WHEREOF, we have hereto set our hands and seals this \_\_\_\_ day on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

STATE OF CALIFORNIA            )  
                                                  )  
COUNTY OF \_\_\_\_\_        )        ss.

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (surety) and 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)

My Commission Expires \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as principal in the attached bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

## EXHIBIT "E"

### ESTIMATED FEE CREDITS

#### 1. CASMALIA IMPROVEMENTS

Includes the Casmalia Street roadway improvements from Laurel Avenue to Locust Avenue.

#### Casmalia and Locust

qs	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
6" Curb And Gutter		LF	\$ 18.00	\$ -
6" Curb Only	2341	LF	\$ 14.30	\$ 33,476.30
8" Curb And Gutter	1177	LF	\$ 19.00	\$ 22,363.00
8" Curb Only	0	LF	\$ 15.00	\$ -
Gutter (Adj. to existing curb)		LF	\$ 7.75	\$ -
Cross Gutter	306	SF	\$ 9.50	\$ 2,907.00
Side Walk	9331	SF	\$ 5.95	\$ 55,519.45
Residential DWY APPR	0	SF	\$ 8.35	\$ -
Commercial DWY APPR	1041	SF	\$ 10.75	\$ 11,190.75
Handicap Ramp	0	EA	\$ 2,390.00	\$ -
6" AC Dike		LF	\$ 13.10	\$ -
8" AC Dike		LF	\$ 17.87	\$ -
*AC Pavement/Aggregate Base 5"/6"	41880	SF	\$ 4.20	\$ 175,896.00
*AC Pavement/Native 3"		SF	\$ 1.75	\$ -
Aggregate Base	0	Ton	\$ 40.00	\$ -
Roadway Excavation		CY	\$ 15.50	\$ -
Barricades		EA	\$ 2,500.00	\$ -
AC Overlay 2"	2305	SF	\$ 1.20	\$ 2,766.00
Fog Seal		SF	\$ 0.63	\$ -
Preparation of Subgrade		SF	\$ 0.36	\$ -
Street Name Signs		EA	\$ 595.00	\$ -
Regulatory Signs		EA	\$ 297.50	\$ -
Stop Sign		EA	\$ 358.00	\$ -
Guide Marker		EA	\$ 89.50	\$ -
Saw Cut	1475	LF	\$ 4.15	\$ 6,121.25
Relocate Chain Link Fence		LF	\$ 8.35	\$ -
Chain Link		LF	\$ 28.60	\$ -
AC Removal	47349	SF	\$ 0.72	\$ 34,091.28
Street Tree		EA	\$ 416.50	\$ -
Street Light	9	EA	\$ 6,810.00	\$ 61,290.00
Remove Street Light		EA	\$ 1,702.00	\$ -
Grading (Import Soil)		CY	\$ 14.25	\$ -
Remove Curb And Gutter	1270	LF	\$ 4.50	\$ 5,715.00
Street Striping		LF	\$ 0.48	\$ -
AC Street Cut Repair	0	Ton	\$ 149.00	\$ -
AB Street Cut Repair	0	Ton	\$ 101.30	\$ -
Cold Mill (\$35,00.00 + \$.80/sf)	2305	SF	\$ 1.50	\$ 3,457.50
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
<b>Street Improvement (Off Site) Subtotal</b>				<b>\$ 414,793.53</b>

## EXHIBIT "F"

### ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by: (i) State Pipe and Supply, Inc., a California corporation ("Assignor"), and (ii) \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

#### RECITALS

A. Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated \_\_\_\_\_, \_\_\_\_\_ (the "Purchase Agreement") between Assignor and Assignee, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. It is the desire of Assignor to hereby sell, assign, transfer, convey, set-over and deliver to Assignee all of Assignor's right, title and interest in and to that certain Credit and Construction Agreement between Assignor, as Developer, and the City of Rialto, a California municipal corporation, dated as of \_\_\_\_\_, 2014 (the "Agreement").

#### AGREEMENT

1. Subject to the terms of the Purchase Agreement, Assignor does hereby sell, assign, transfer, set-over and deliver unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Agreement.

2. Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Agreement arising on or after the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Agreement and related to the period on or after the date hereof.

3. Notwithstanding anything to the contrary set forth in this Assignment, Section \_\_\_\_\_ of the Purchase Agreement shall govern the allocation of the "Estimated Costs" and the "Credit" (as such terms are defined in the Agreement) between Assignor and Assignee.

4. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed as of the date first written above.

Assignor:

**STATE PIPE AND SUPPLY, INC.,  
a California corporation**

By:

By: \_\_\_\_\_  
Name: Jun Lee  
Title: President

Assignee:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "C"

### ESTIMATED CONSTRUCTION COSTS

#### CASMALIA IMPROVEMENTS:

Includes the Casmalia roadway improvements from Laurel Avenue to Locust Avenue.

#### Casmalia and Locust

ITEMS	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT
6" Curb And Gutter		LF	\$ 18.00	\$ -
6" Curb Only	2341	LF	\$ 14.30	\$ 33,476.30
8" Curb And Gutter	1177	LF	\$ 19.00	\$ 22,363.00
8" Curb Only	0	LF	\$ 15.00	\$ -
Gutter (Adj. to existing curb)		LF	\$ 7.75	\$ -
Cross Gutter	306	SF	\$ 9.50	\$ 2,907.00
Side Walk	9331	SF	\$ 5.95	\$ 55,519.45
Residential DWY APPR	0	SF	\$ 8.35	\$ -
Commercial DWY APPR	1041	SF	\$ 10.75	\$ 11,190.75
Handicap Ramp	0	EA	\$ 2,390.00	\$ -
6" AC Dike		LF	\$ 13.10	\$ -
8" AC Dike		LF	\$ 17.87	\$ -
*AC Pavement/Aggregate Base 5"/6"	41880	SF	\$ 4.20	\$ 175,896.00
*AC Pavement/Native 3"		SF	\$ 1.75	\$ -
Aggregate Base	0	Ton	\$ 40.00	\$ -
Roadway Excavation		CY	\$ 15.50	\$ -
Barricades		EA	\$ 2,500.00	\$ -
AC Overlay 2"	2305	SF	\$ 1.20	\$ 2,766.00
Fog Seal		SF	\$ 0.63	\$ -
Preparation of Subgrade		SF	\$ 0.36	\$ -
Street Name Signs		EA	\$ 595.00	\$ -
Regulatory Signs		EA	\$ 297.50	\$ -
Stop Sign		EA	\$ 358.00	\$ -
Guide Marker		EA	\$ 89.50	\$ -
Saw Cut	1475	LF	\$ 4.15	\$ 6,121.25
Relocate Chain Link Fence		LF	\$ 8.35	\$ -
Chain Link		LF	\$ 28.60	\$ -
AC Removal	47349	SF	\$ 0.72	\$ 34,091.28
Street Tree		EA	\$ 416.50	\$ -
Street Light	9	EA	\$ 6,810.00	\$ 61,290.00
Remove Street Light		EA	\$ 1,702.00	\$ -
Grading (Import Soil)		CY	\$ 14.25	\$ -
Remove Curb And Gutter	1270	LF	\$ 4.50	\$ 5,715.00
Street Striping		LF	\$ 0.48	\$ -
AC Street Cut Repair	0	Ton	\$ 149.00	\$ -
AB Street Cut Repair	0	Ton	\$ 101.30	\$ -
Cold Mill (\$35,00.00 + \$.80/sf)	2305	SF	\$ 1.50	\$ 3,457.50
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
<b>Street Improvement (Off Site) Subtotal</b>				<b>\$ 414,793.53</b>

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING A CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF RIALTO AND STATE PIPE AND SUPPLY COMPANY.**

**WHEREAS**, on September 3, 2015 State Pipe and Supply Company (“State Pipe”) submitted various planning and development applications (PPD 2409, and EAR 15-44) to the City for the proposed development of a 44,100 square foot manufacturing facility and certain off-site public improvements on approximately 4.0 acres of land (the “Project”), located on the northwest corner of Locust Avenue and Casmalia Avenue (the “Site”);

**WHEREAS**, on June 1, 2016, the City’s Development Review Committee (DRC) reviewed Precise Plan of Design 2409 and approved the Project, subject to certain Conditions of Approval; and

**WHEREAS**, the Conditions of Approval for the Project require State Pipe to, among other things, fully reconstruct Casmalia Street along the frontage of its Project to a Traffic Index of 10, (the “Casmalia Improvements”); and

**WHEREAS**, the Casmalia Improvements are listed in the City’s adopted Regional Traffic Nexus Fee Study and are therefore eligible for reimbursements or fee credits in accordance with the provisions of Rialto Municipal Code Section 3.33.100 (entitled “Fee Credits”); and

**WHEREAS**, Section 3.33.110 of the Rialto Municipal Code (entitled “Construction and Credit Agreements”) permits the City Administrator to negotiate and enter into Construction and Fee Credit Agreements with Developers, subject to the approval of the City Council; and

**WHEREAS**, Section 3.33.100 of the Rialto Municipal Code also provides that a Developer is not entitled to reimbursement for any excess in the costs to construct the public facility over the amount of the developer's obligation to pay the development impact fee for the type of public facility constructed, unless a separate reimbursement agreement is approved by the City Council; and.

1           **WHEREAS**, the City and State Pipe expect that the cost of constructing the Casmalia  
2 Improvements will exceed State Pipe’s obligation to pay the Regional Traffic Fee, which has been  
3 estimated to be \$99,914.60; and

4           **WHEREAS**, State Pipe and the City have negotiated the terms of a Construction Credit and  
5 Reimbursement Agreement related to the construction of the Casmalia Improvements, a copy of which  
6 is attached hereto as Exhibit A and incorporated herein by reference; and

7           **WHEREAS**, the construction of the Public Improvements were reviewed and considered as  
8 part of the environmental review for the Project (EAR-15-44) and approved a Mitigated Negative  
9 Declaration for the Project; and

10           **WHEREAS**, approval of the Construction Credit and Reimbursement Agreement is an  
11 administrative or fiscal action by the legislative body that will not result in any additional direct or  
12 indirect physical change in the environment than what was already analyzed (Section 15378(b) of the  
13 CEQA Guidelines), consequently no further environmental review is warranted.

14           **NOW, THEREFORE**, the City Council of the City of Rialto hereby resolves as follows:

15           **Section 1.**     The foregoing recitals are determined to be true and correct;

16           **Section 2.**     The City Council hereby finds and determines, based on substantial evidence in  
17 the record that State Pipe and Supply Company is entitled to receive credits from the City for the costs  
18 to construct the Casmalia Improvements.

19           **Section 3.**     The City Council hereby finds and determines, based upon substantial evidence  
20 in the record, the analysis and environmental review completed as a part of EAR-15-44, and the  
21 approved Mitigated Negative Declaration and Notice of Determination, that there will be no additional  
22 significant or adverse impact on the environment resulting from entering into the Construction Credit  
23 and Reimbursement Agreement.

24           **Section 4.**     The City Council hereby approves the Construction Credit and Reimbursement  
25 Agreement by and between State Pipe and Supply Company substantively in form and content to that  
26 attached hereto in Exhibit A along with any non-substantive changes as may be mutually agreed upon  
27 by the City Administrator (or his duly authorized representative), City Attorney and State Pipe and  
28

1 Supply Company. The final Construction Credit and Reimbursement Agreement, when duly executed  
2 and attested, shall be filed in the office of the City Clerk.

3 **Section 5.** The City Administrator (or his duly authorized representative) is authorized to  
4 implement the Construction and Credit Agreement, take all further actions, and execute all documents  
5 referenced therein and/or necessary and appropriate to carry out the Project, including causing the  
6 issuance of warrants.

7 **Section 6.** The City Clerk shall certify to the adoption of this Resolution.

8 **PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of November, 2016.

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11 \_\_\_\_\_  
12 Deborah Robertson, Mayor

13 ATTEST:

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16 \_\_\_\_\_  
17 BARBARA McGEE, City Clerk

18 APPROVED AS TO FORM:

19  
20 \_\_\_\_\_  
21 FRED GALANTE, ESQ., City Attorney  
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1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No.\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

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18 **BARBARA MCGEE, CITY CLERK**

**EXHIBIT "A"**

**CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT**

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2016-2017 FISCAL BUDGET TO APPROPRIATE FUNDS RELATED TO THE CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT WITH STATE PIPE AND SUPPLY COMPANY.**

**WHEREAS**, the budget for fiscal year 2016-2017 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

**WHEREAS**, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Administrator; and

**WHEREAS**, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** 1. Appropriate the following expenditures related to the Construction Credit and Reimbursement Agreement with State Piper and Supply Company, as follows:

- a. Regional Traffic Development Impact Fee Fund Account No. 250-500-4312-3001-, in the amount of \$99,914.60.

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**PASSED APPROVED AND ADOPTED** this 8<sup>th</sup> day of November, 2016.

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DEBORAH ROBERTSON, Mayor

**ATTEST:**

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BARBARA McGEE, City Clerk

**APPROVED AS TO FORM:**

---

FRED GALANTE, ESQ., City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_,  
8 the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

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18 BARBARA McGEE, CITY CLERK  
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Legislation Details (With Text)

File #: 16-712 Version: 1 Name: TAB 2  
 Type: Agenda Item Status: Agenda Ready  
 File created: 10/17/2016 In control: City Council  
 On agenda: 11/8/2016 Final action:  
 Title: Request City Council to Approve Contract Change Order No. 5 in the Amount of \$22,599.38 for a Cumulative Contract Change Order Amount of \$75,235.69 for the Metrolink Parking Lot Expansion Project, City Project 120808, and Authorize the City Administrator or his Designee to Execute Contract Change Order No. 5.  
 (ACTION)

Sponsors:

Indexes:

Code sections:

- Attachments: [Attachment 1 - Change Order No. 1](#)  
[Attachment 2 - Change Order No. 2](#)  
[Attachment 3 - Change Order No. 3](#)  
[Attachment 4 - Change Order No. 4](#)  
[Attachment 5 - Change Order No. 5](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve Contract Change Order No. 5 in the Amount of \$22,599.38 for a Cumulative Contract Change Order Amount of \$75,235.69 for the Metrolink Parking Lot Expansion Project, City Project 120808, and Authorize the City Administrator or his Designee to Execute Contract Change Order No. 5.  
 (ACTION)

**BACKGROUND:**

On April 28, 2015, the City Council awarded a construction contract to KASA Construction, Inc., in the amount of \$1,394,944.50 for the Metrolink Parking Lot Expansion Project, City Project 120808.

On May 10, 2016, the City Council approved Contract Change Order (CCO) No. 1 in the amount of \$3,946.39. CCO No. 1 included both a change due to an unforeseeable condition (catch basin modification due to an unknown subsurface utility conflict) and an additional work item (necessary tree removals not included in the construction documents), included as Attachment 1.

On May 10, 2016, the City Council also approved CCO No. 2 in the amount of \$3,391.64. CCO No.

2 covered work resulting from unforeseeable conditions (repair of irrigation lines that were partially encased in existing concrete that required removal, removal of buried debris, and a storm drain culvert modification due to unknown subsurface utility conflicts), included as Attachment 2.

On July 12, 2016, the City Council approved CCO No. 3 in the amount of \$28,926.30. CCO No. 3 covered costs associated with the difference in final bid item quantities actually constructed versus the estimated quantities included in the project bid schedule, included as Attachment 3.

On August 23, 2016, the City Council approved CCO No. 4 in the amount of \$16,371.98. CCO No. 4 covered costs associated with four work items: light standard foundation modifications; additional asphalt concrete pavement on Riverside Ave.; wheel stop removals; and replacement of planter drainage lines, included as Attachment 4.

ANALYSIS/DISCUSSION:

At the time of award, there was no delegation of authority to the City Administrator to approve contract change orders. During construction, the need for contract change orders arose for two primary reasons. The first was unforeseeable subsurface conditions encountered during construction. Secondly, the construction documents did not address certain additional work items. In order to avoid the potential delay costs associated with stopping the work and to ensure delivery of an acceptable final product, staff directed the contractor to proceed with several work items not covered by the awarded contract.

CCO No. 5, included as Attachment 5, covers costs associated with the following items:

1. STOP sign, STOP bar, STOP legend, and additional wheel stops. A STOP sign, STOP bar, and STOP legend were added to improve safety at the parking lot exit on Willow Ave. Additional wheel stops were added to replace existing wheel stops that were in poor condition. The additional cost for this work was \$1,668.62.
2. Change to SCE service connection location. The project plans were completed prior to receipt of the approved SCE service plan, and the SCE approved service connection point varied from the connection point reflected in the project plans. This change increased the anticipated length of the service feed, conduit, and trench work. The additional cost for this work was \$20,169.56.
3. Reduction in quantity that exceeded 25%. The actual quantity for bus pad construction was less than the quantity indicated in the bid schedule. This quantity reduction resulted in a credit of \$4,400 to the project which was accounted for in CCO No. 3. Because the quantity was reduced by more the 25%, the contract documents allow the contractor a unit price adjustment. This adjustment resulted in an additional cost of \$761.20.

The cost of each CCO is listed in Table 1 below:

Table 1

Council Approved Date	CCO No.	Amount
May 10, 2016	1	\$3,946.39

May 10, 2016	2	\$3,391.64
July 12, 2016	3	\$28,926.30
August 23, 2016	4	\$16,371.98
Current	5	\$22,599.38
	Total Amount	\$75,235.69

The total amount of all CCO's to date is 5.39% of the awarded contract amount.

ENVIRONMENTAL IMPACT:

On November 12, 2013, the City Council, acting as Lead Agency pursuant to the California Environmental Quality Act (CEQA), adopted Resolution No. 6360 approving a Mitigated Negative Declaration for the Project. In accordance with CEQA Guidelines, a Notice of Determination (NOD) was filed with the San Bernardino County Clerk on November 14, 2013.

The Federal Transit Agency, acting as Lead Agency pursuant to the National Environmental Policy Act (NEPA) determined that the Project qualifies as a Categorical Exclusion under 23 CFR Part 771.117(d)(4) as set forth in a letter dated January 17, 2012.

GENERAL PLAN CONSISTENCY:

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Approval of this action also complies with the City of Rialto General Plan Goal and Policies:

Goal 4-7: Achieve optimum use of regional rail transit.

Policy 4-7.1: Support Metrolink regional rail services, and work with the Southern California Regional Rail Authority to expand services.

Policy 4-7.2: Achieve better integration of all transit and multimodal options at the Rialto Metrolink Station.

Policy 4-7.3: Promote activity centers and transit-oriented development projects around the Rialto Metrolink Station and in Downtown.

LEGAL REVIEW:

The City Attorney has reviewed and approved this staff report and Contract Change Order No. 5.

FINANCIAL IMPACT:

Funds are budgeted and available in the Special Grant Fund Account No. 223-500-4408-3001-120808-05 for the increase of \$22,599.38 for the Metrolink Parking Lot Expansion Project, shown in Table 2. All costs associated with this project will be reimbursed by grant funding through Omnitrans and San Bernardino Associated Governments (SANBAG).

Table 2 - Funding and Expense Information

<b>Table 1</b>						
		Original Budget Approved as of 04-28-2015	Revised Budget Approved as of 08-23-2016	Proposed Budget Allocation	Revised Budget	Expended To Date
<b>Total Sources of Funds</b>		<b>\$ 5,720,215.00</b>	<b>\$ 5,720,215.00</b>	<b>\$ -</b>	<b>\$ 5,720,215.00</b>	<b>\$ -</b>
30	SANBAG - PROP1B-PTMISEA (LTF)	\$ 2,300,000.00	\$ 2,300,000.00		\$ 2,300,000.00	
54	BROWN FIELD HAZARDOUS SUBSTANCES	\$ 74,615.00	\$ 74,615.00		\$ 74,615.00	
55	US Dept Transit Authority/Omnitrans	\$ 3,345,600.00	\$ 3,345,600.00		\$ 3,345,600.00	
<b>Total Uses of Funds</b>		<b>\$ 5,124,559.50</b>	<b>\$ 5,177,195.81</b>	<b>\$ 22,599.38</b>	<b>\$ 5,199,795.19</b>	<b>\$ 2,168,204.57</b>
<b>Total Available Remaining Funds (Phase 2)</b>		<b>\$ 595,655.50</b>	<b>\$ 543,019.19</b>		<b>\$ 520,419.81</b>	
<b>Engineering and ROW Acquisition</b>		<b>\$ 3,034,615.00</b>	<b>\$ 3,034,615.00</b>	<b>\$ -</b>	<b>\$ 3,034,615.00</b>	<b>\$ 352,292.08</b>
	Engineering Design and Environmental	\$ 409,615.00	\$ 409,615.00		\$ 409,615.00	\$ 298,385.90
	ROW Acquisition	\$ 2,625,000.00	\$ 2,625,000.00		\$ 2,625,000.00	\$ 53,906.18
<b>Construction Management</b>		<b>\$ 695,000.00</b>	<b>\$ 695,000.00</b>	<b>\$ -</b>	<b>\$ 695,000.00</b>	<b>\$ 365,920.92</b>
	Staff Management	\$ 135,000.00	\$ 135,000.00		\$ 135,000.00	\$ 38,313.70
	Construction Management	\$ 150,000.00	\$ 150,000.00		\$ 150,000.00	\$ 64,702.48
	Construction Support	\$ 250,000.00	\$ 250,000.00		\$ 250,000.00	\$ 194,168.74
	Overhead Allocation	\$ 160,000.00	\$ 160,000.00		\$ 160,000.00	\$ 68,736.00
<b>Construction</b>		<b>\$ 1,394,944.50</b>	<b>\$ 1,447,580.81</b>	<b>\$ 22,599.38</b>	<b>\$ 1,470,180.19</b>	<b>\$ 1,449,991.57</b>
	Construction (Phase 1)	\$ 1,394,944.50	\$ 1,394,944.50		\$ 1,394,944.50	\$ 1,449,991.57
	CCO No. 1		\$ 3,946.39		\$ 3,946.39	
	CCO No. 2		\$ 3,391.64		\$ 3,391.64	
	CCO No. 3		\$ 28,926.30		\$ 28,926.30	
	CCO No. 4		\$ 16,371.98		\$ 16,371.98	
	CCO No. 5			\$ 22,599.38	\$ 22,599.38	

**RECOMMENDATION:**

Staff recommends that the City Council:

- Approve Contract Change Order No. 5 in the amount of \$22,599.38 for a Cumulative Contract Change Order amount of \$75,235.69 for the Metrolink Parking Lot Expansion Project, City Project 120808.
- Authorize the City Administrator or his designee to execute Contract Change Order No. 5.



## CITY OF RIALTO CONTRACT CHANGE ORDER

To: KASA Construction 15148 Sierra Bonita Lane Chino Hills, CA 91710 Tel: 909-457-8260 Fax: 909-457-8261	Date: January 8, 2016 Project No: 120808 Project: Metrolink Parking Lot Expansion
Attn: Tony Kasbar	Change Order No: 1 Purchase Order: 2016-0827 Account: 223-500-4408-3001-120808-05

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### CHANGES IN WORK:

This Contract Change Order No. 1 accommodates the following:

1. Compensation to KASA Construction to remove and disposal of existing Cypress trees along willow Ave.
2. Modify the new 12' wide catch basin at station 15+39.83 on Riverside to a 16' wide catch basin.
3. Credit to the City for the deletion of the 12' wide catch basin at station 15+39.83 on Riverside.

### CHANGES IN COST:

- 1) City agrees to compensate KASA Construction for all labor, equipment, materials and services to remove and dispose of the existing Cypress trees along Willow Ave. in compliance with the project plans and specifications. Compensation will be made at the agreed lump sum price. **The total agreed lump sum cost for this item of work is \$1,064.49 inclusive of all mark-ups and profit.**
- 2) City agrees to compensate KASA Construction for all labor, equipment, materials and services to modify the 12' wide catch basin at station 15+39.83 on Riverside to a 16" wide catch basin in compliance with the project plans and specifications. Compensation will be made at the agreed lump sum price. **The total agreed lump sum cost for this item of work is \$9,531.90 inclusive of all mark-ups and profit.**
- 3) Credit to the City in the amount of -\$6,650.00 for the deletion of the 12" wide catch basin at station 15+39.83 on Riverside. Credit will be made at the agreed lump sum price. **The total agreed lump sum cost for this item of work is -\$6,650.00 inclusive of all mark-ups and profit.**

### CHANGES TO CONTRACT TIME:

No time extension warranted.

### SOURCE OF FUNDS:

Funds are available in the following account(s): 223-500-4408-3001-120808-05

REASONS FOR CHANGE:

- 1) Existing Cypress trees along Willow Ave. are in conflict with the proposed construction. These trees are not shown on the plans or designated for removal.
- 2) Due to unknown/unmarked AT&T ducts, the new proposed 12 wide catch basin at station 15+39.83 on Riverside need to be modified. Ducts prevented construction with a V=4.05' Modification as follows: W= 16', V= 3', and B= 4'.
- 3) The 12' catch basin per plan was deleted and a modified 16' catch basin was constructed.

SUMMARY OF COSTS:

Original Contract Amount:	\$ 1,394,944.50	Original Completion	120
This Change Order:	\$3,946.39	Days Added for this	0
Previous Change Order(s):	\$0.00	Previous Days Added:	0
Revised Contract Amount:	<b>\$1,398,890.89</b>	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

**KASA Construction**

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name and Title

**City of Rialto**

Approved By:

\_\_\_\_\_  
 Mike Story, City Administrator Date

Attest By:

\_\_\_\_\_  
 Barbara McGee, City Clerk Date

Recommended By:

\_\_\_\_\_  
 Robert Eisenbeiz, Public Works Director Date

Distribution:

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## CITY OF RIALTO CONTRACT CHANGE ORDER

To: KASA Construction 15148 Sierra Bonita Lane Chino Hills, CA 91710 Tel: 909-457-8260 Fax: 909-457-8261	Date: April 26, 2016 Project No: 120808 Project: Metrolink Parking Lot Expansion
Attn: Tony Kasbar	Change Order No: 2 Purchase Order: 2016-0827 Account: 223-500-4408-3001-120808-05

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### CHANGES IN WORK:

This Contract Change Order No. 2 accommodates the following:

1. Compensation to KASA Construction for repair of existing irrigations lines damage during concrete removals.
2. Compensation to KASA Construction for the removal of unknown buried debris (concrete) at location of a new palm tree.
3. Compensation to KASA Construction for the modification of new box culvert at station 15+39 (Riverside) to avoid conflicts with existing utility ducts.

### CHANGES IN COST:

- 1) City agrees to compensate KASA Construction for all labor, equipment, materials and services to repair existing irrigation lines damaged during concrete removals in compliance with the project plans and specifications. Compensation will be made at Time & materials per section 3-5 of the Standard Specifications for Public Works Construction. **The total agreed lump sum cost for this item of work is \$436.11 inclusive of all mark-ups and profit.**
- 2) City agrees to compensate KASA Construction for all labor, equipment, materials and services for the removal of unknown buried debris (concrete) at new palm tree location in compliance with the project plans and specifications. Compensation will be made at Time & materials per section 3-5 of the Standard Specifications for Public Works Construction. **The total agreed lump sum cost for this item of work is \$654.00 inclusive of all mark-ups and profit.**
- 3) City agrees to compensate KASA Construction for all labor, equipment, materials and services to modify the new box culvert at station 15+39 (Riverside) to avoid conflict with existing utility ducts in compliance with the project plans and specifications. Compensation will be made at Time & materials per section 3-5 of the Standard Specifications for Public Works Construction. **The total agreed lump sum cost for this item of work is \$2,301.53 inclusive of all mark-ups and profit.**

CHANGES TO CONTRACT TIME:

No time extension warranted.

SOURCE OF FUNDS:

Funds are available in the following account(s): 223-500-4408-3001-120808-05

REASONS FOR CHANGE:

- 1) The existing irrigations lines were embedded in the existing PCC improvements to be removed per plan. Upon removing the existing PCC improvements, the irrigation lines were destroyed and required repairs.
- 2) Upon excavating for the new palm tree well, the Contractor discovered unknown PCC debris and had to remove it in order to complete planting of the palm tree per plan.
- 3) Due to unknown buried utility ducts, the box culvert could not be constructed per plan. The Contractor was directed to modify the new box culvert to avoid conflicts with the existing utility ducts.

**SUMMARY OF COSTS:**

Original Contract Amount:	\$ 1,394,944.50	Original Completion	120
This Change Order:	\$3,391.64	Days Added for this	0
Previous Change Order(s):	\$3,946.39	Previous Days Added:	0
Revised Contract Amount:	<b>\$1,402,282.53</b>	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

**KASA Construction**

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Printed Name and Title

**City of Rialto**

Approved By:

\_\_\_\_\_  
Mike Story, City Administrator Date

Attest By:

\_\_\_\_\_  
Barbara McGee, City Clerk Date

Recommended By:

\_\_\_\_\_  
Robert Eisenbeiz, Public Works Director Date

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## CITY OF RIALTO CONTRACT CHANGE ORDER

To: KASA Construction  
15148 Sierra Bonita Lane  
Chino Hills, CA 91710  
Tel: 909-457-8260  
Fax: 909-457-8261

Date: June 10, 2016  
Project No: 120808  
Project: Metrolink Parking Lot Expansion

Change Order No: 3  
Purchase Order: 2016-0827  
Account: 223-500-4408-3001-120808-05

Attn: Tony Kasbar

---

### CHANGES IN WORK:

This Contract Change Order No. 3 accommodates the following:

1. Compensation to KASA Construction for the increase of quantities on various bid items as shown on attached exhibit "A".
2. Credit to the City for the decrease of quantity on various bid items as shown on attached exhibit "A".

### CHANGES IN COST:

- 1) Total amount for increased quantities per the attached exhibit "A" = \$37,886.30
- 2) Total decrease for decreased quantities per the attached exhibit "A" = (\$8,960.00)

Total Increase to the Contract = \$28,926.30

### CHANGES TO CONTRACT TIME:

Deferred

### SOURCE OF FUNDS:

Funds are available in the following account(s): 223-500-4408-3001-120808-05

### REASONS FOR CHANGE:

- 1) Quantities are based on actual field measurements.
- 2) Quantities are based on actual field measurements.

**SUMMARY OF COSTS:**

Original Contract Amount:	\$ 1,394,944.50	Original Completion	120
This Change Order:	\$28,926.30	Days Added for this	0
Previous Change Order(s):	\$7,338.03	Previous Days Added:	0
Revised Contract Amount:	<b>\$1,431,208.83</b>	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

**KASA Construction**

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Printed Name and Title

**City of Rialto**

Approved By:

\_\_\_\_\_  
 Mike Story, City Administrator Date

Attest By:

\_\_\_\_\_  
 Barbara McGee, City Clerk Date

Recommended By:

\_\_\_\_\_  
 Robert Eisenbeiz, Public Works Director Date

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# EXHIBIT "A" QUANTITIES OVER & UNDER BID ESTIMATED QUANTITIES

PROJECT: Metrolink Parking Lot Expansion Project

CITY PROJECT NUMBER: 120808



Contractor: KASA Construction  
 Address: 15148 Sierra Bonita Lane  
 City, State, Zip: Chino, CA 91710

Date: June 10, 2016

Item No.	Item Description	Units	Quantity	Unit Price	Original Contract Amount	This Estimate		Quantities Over	Quantities Under	Amount Over	Amount Under
						Quantity	Amount				
1	Mobilization	LS	1	\$95,000.00	\$95,000.00	1,000	\$95,000.00				
2	Temporary Traffic Control	LS	1	\$3,000.00	\$3,000.00	1,000	\$3,000.00				
3	Water Pollution Control	LS	1	\$5,000.00	\$5,000.00	1,000	\$5,000.00				
4	Demolition of Existing Warehouse Building (including foundation) located at 265 S. Willow Ave.	LS	1	\$99,000.00	\$99,000.00	1,000	\$99,000.00				
5	Parking Lot Lighting & Electrical System	LS	1	\$110,000.00	\$110,000.00	1,000	\$110,000.00				
6	Remove and Install Light Fixtures	EA	26	\$3,000.00	\$78,000.00	26.00	\$78,000.00				
7	Clearing, Grubbing and Removal	LS	1	\$125,000.00	\$125,000.00	1,000	\$125,000.00				
8	Unclassified Excavation (Cut)	CY	200	\$25.00	\$5,000.00	200.00	\$5,000.00				
9	Remove Existing Asphalt Pavement	SF	28,150	\$0.45	\$12,667.50	28,150.00	\$12,667.50				
10	Remove Existing Sidewalk	SF	300	\$5.00	\$1,500.00	423.00	\$2,115.00	123,000		615,000	
11	Remove Existing Curb and Gutter	LF	150	\$713.50	\$2,025.00	148.00	\$1,998.00		-2,000		-\$27,000
12	Remove Existing Driveway	SF	350	\$3.75	\$1,312.50	350.00	\$1,312.50				
13	Unclassified Fill	CY	790	\$25.00	\$19,750.00	790.00	\$19,750.00				
14	Crushed Aggregate Base	CY	545	\$95.00	\$51,775.00	751.55	\$71,397.25	206,550		19,622,250	
15	Asphalt Concrete	TON	935	\$80.00	\$74,800.00	1,063.90	\$85,112.00	128,900		10,312,000	
16	Rubber Polymer Modified Slurry (RPMS) (Slurry Seal)	SF	89,000	\$0.35	\$31,150.00	91,483.00	\$32,019.05	2,483,000		869,050	
17	6" Curb & Gutter, RS-1170-0, W=1.50'	LF	365	\$20.00	\$7,300.00	526.00	\$10,520.00	161,000		3,220,000	
18	8" Curb & Gutter, RS-116-0, W=1.50'	LF	171	\$22.00	\$3,762.00	155.00	\$3,410.00		-16,000		-\$3,652.00
19	6" Curb, RS-115-0, W=1.50'	LF	1,513	\$20.00	\$30,260.00	1,492.00	\$29,840.00		-21,000		-\$420,000

20	Construct Wheel Stops	EA	25	\$95.00	\$875.00	25.00	\$875.00					
21	Detectable Warning Surface	SF	172	\$29.00	\$4,816.00	288.00	\$8,664.00	116,000	3,248,000			
22	4" PCC Sidewalk, COR RS-119A-0	SF	4,700	\$4.00	\$18,800.00	4,273.50	\$17,094.00	-426.500				
23	Construct Driveway Approach, RS-123-0	EA	2	\$2,500.00	\$5,000.00	2.00	\$5,000.00					
24	Construct Concrete Bus Pad	OY	20	\$550.00	\$11,000.00	12.00	\$6,600.00	-8,000				
25	Construct Concrete Access Ramp	EA	1	\$1,700.00	\$1,700.00	1.00	\$1,700.00					
26	Signing and Striping	LS	1	\$9,000.00	\$9,000.00	1.00	\$9,000.00					
27	Construct New Ornamental Fence	LF	755	\$65.00	\$49,075.00	755.00	\$49,075.00					
28	Remove Existing Chain Link Fence	LF	345	\$8.00	\$2,760.00	345.00	\$2,760.00					
29	Remove Existing Wrought Iron Fence	LF	330	\$9.50	\$3,135.00	330.00	\$3,135.00					
30	Remove Existing Welded Wire Mesh Fence	LF	270	\$9.00	\$2,430.00	270.00	\$2,430.00					
31	RCP (18") 2000-D	LF	130	\$275.00	\$35,750.00	130.00	\$35,750.00					
32	Precast Reinforced Concrete Box, S=3', R=2'	LF	57	\$225.00	\$12,825.00	57.00	\$12,825.00					
33	Parkway Drain SPPWC 151-2	EA	1	\$6,000.00	\$6,000.00	1.00	\$6,000.00					
34	Catch Basin SPPWC 300-3 (W=4')	EA	1	\$4,000.00	\$4,000.00	1.00	\$4,000.00					
35	Catch Basin SPPWC 300-3 (W=7') w/2" LD	EA	1	\$5,500.00	\$5,500.00	1.00	\$5,500.00					
36	Catch Basin SPPWC 300-3 (W=12') w/2" LD	EA	1	\$7,500.00	\$7,500.00	1.00	\$7,500.00					
37	TideFlex Tech. Checkmate 18 Value Flap Gate (Or Approved Equal)	EA	1	\$7,000.00	\$7,000.00	1.00	\$7,000.00					
38	ADS 24" Perforated Retention Infiltration System (Or Approved Equal)	LS	1	\$118,000.00	\$118,000.00	1.00	\$118,000.00					
39	Junction Structures/Manholes	EA	4	\$2,500.00	\$10,000.00	4.00	\$10,000.00					
40	Furnish and Install Class A topsoil	CY	300	\$35.00	\$10,500.00	300.00	\$10,500.00					
41	Construct 4-inch thick colored stamped concrete pavement	SF	655	\$9.50	\$6,222.50	655.00	\$6,222.50					
42	Perform existing irrigation system modification and repairing complete per plan.	LS	1	\$17,000.00	\$17,000.00	1.00	\$17,000.00					
43	Salvage, repair, remove existing enclosure, furnish and install new backflow enclosure to existing backflow preventer unit complete per plan.	LS	1	\$2,400.00	\$2,400.00	1.00	\$2,400.00					

44	Furnish and install line size gate valve (shut off valve) complete per plan.	EA	1	\$300.00	\$300.00	\$300.00	1.00	\$300.00			
45	Furnish and install Remote Control Valve complete per plan	EA	2	\$200.00	\$400.00	\$400.00	2.00	\$400.00			
46	Furnish and install 1 1/2 inch size master valve assembly complete per plan	EA	1	\$500.00	\$500.00	\$500.00	1.00	\$500.00			
47	Furnish and install quick coupler valve assembly complete per plan	EA	12	\$225.00	\$2,700.00	\$2,700.00	12.00	\$2,700.00			
48	Perform boring under pavement for irrigation sleeving and control wire conduits.	LF	507	\$10.00	\$5,070.00	\$5,070.00	507.00	\$5,070.00			
49	Furnish and install 1 1/2 inch SCH 40 PVC irrigation sleeving.	LF	1,212	\$6.00	\$7,272.00	\$7,272.00	1,212.00	\$7,272.00			
50	Furnish and install SCH 40 PVC control wire conduit and splice / pull box complete per plan.	LF	360	\$13.00	\$4,680.00	\$4,680.00	360.00	\$4,680.00			
51	Furnish and replace existing Irrigation controller with new controller assembly complete per plan including supplemental irrigation control system.	LS	1	\$12,000.00	\$12,000.00	\$12,000.00	1.00	\$12,000.00			
52	Furnish and install 1 inch drip zone control valve assembly complete per plan	EA	10	\$300.00	\$3,000.00	\$3,000.00	10.00	\$3,000.00			
53	Furnish and install 1 inch control valve complete per plan.	EA	2	\$300.00	\$600.00	\$600.00	2.00	\$600.00			
54	Furnish and install 1 1/2 inch drip zone control valve assembly complete per plan.	EA	4	\$350.00	\$1,400.00	\$1,400.00	4.00	\$1,400.00			
55	Furnish and install RZWS assembly complete per plan.	EA	42	\$59.00	\$2,310.00	\$2,255.00	41.00	\$2,255.00		-1,000	-\$55.00
56	Furnish and install drip irrigation system complete per plan.	LS	1	\$33,000.00	\$33,000.00	\$33,000.00	1.00	\$33,000.00			
57	Perform soil preparation and refurbishment of existing raised planters, complete per plan.	SF	26,425	\$0.40	\$10,570.00	\$10,570.00	26,425.00	\$10,570.00			
58	4'x4' diamond tree well tree planting with class A topsoil, root control barrier, furnish and install 36-inch box tree complete per plan.	EA	6	\$1,000.00	\$6,000.00	\$6,000.00	6.00	\$6,000.00			
59	Furnish and install root control barrier.	LF	420	\$10.00	\$4,200.00	\$4,200.00	420.00	\$4,200.00			
60	Furnish and install 36-inch box tree complete per plan.	EA	19	\$750.00	\$14,250.00	\$14,250.00	19.00	\$14,250.00			
61	Furnish and install 48-inch box tree complete per plan.	EA	4	\$1,700.00	\$6,800.00	\$6,800.00	4.00	\$6,800.00			
62	Furnish and install 1-gallon shrub.	EA	5,962	\$9.00	\$53,658.00	\$53,658.00	5,962.00	\$53,658.00			





## CITY OF RIALTO CONTRACT CHANGE ORDER

To:	KASA Construction 15148 Sierra Bonita Lane Chino Hills, CA 91710 Tel: 909-457-8260 Fax: 909-457-8261	Date:	July 26, 2016
		Project No:	120808
		Project:	Metrolink Parking Lot Expansion
		Change Order No:	4
		Purchase Order	2016-0827
Attn:	Tony Kasbar	Account	223-500-4408-3001-120808-05

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### CHANGES IN WORK:

This Contract Change Order No. 4 accommodates the following:

1. Compensation to KASA Construction for the additional labor and material associated with the revised parking lot light foundations detail.
2. Compensation to KASA Construction for the additional asphalt removal and replacement on Riverside Ave.
3. Compensation to KASA Construction for the removal and disposal of existing parking wheel stops located in the existing parking lot.
4. Compensation to KASA Construction for the construction of planter drainage on Riverside Ave. at new bus shelter.

### CHANGES IN COST:

- 1) Compensation will be made at the agreed lump sum price of \$4,597.57
- 2) Compensation will be made at the agreed lump sum price of \$7,957.86
- 3) Compensation will be made at the agreed lump sum price of \$1,217.11
- 4) Compensation will be made at the agreed lump sum price of \$2,599.44

Total Increase to the Contract = \$16,371.98

### CHANGES TO CONTRACT TIME:

Deferred

### SOURCE OF FUNDS:

Funds are available in the following account(s): 223-500-4408-3001-120808-05

REASONS FOR CHANGE:

- 1) Foundation details was revised to meet City Building & Safety requirements.
- 2) Additional asphalt removal and replacement was required to provide a smooth transition to meet the new gutter elevations.
- 3) Existing wheel stops were in poor condition and were not able to be reused.
- 4) To provide additional drainage during a heavy rain event.

SUMMARY OF COSTS:

Original Contract Amount:	\$ 1,394,944.50	Original Completion	120
This Change Order:	\$16,371.98	Days Added for this	0
Previous Change Order(s):	\$36,264.33	Previous Days Added:	0
Revised Contract Amount:	<b>\$1,447,580.81</b>	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

**KASA Construction**

_____	_____
Signature	Date
_____	
Printed Name and Title	

**City of Rialto**

Approved By:

_____	_____
Mike Story, City Administrator	Date

Attest By:

_____	_____
Barbara McGee, City Clerk	Date

Recommended By:

_____	_____
Robert Eisenbeiz, Public Works Director	Date

Distribution:

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Contract Change Order No.4  
July 26, 2016  
Page 3



## CITY OF RIALTO CONTRACT CHANGE ORDER

To:	KASA Construction 15148 Sierra Bonita Lane Chino Hills, CA 91710 Tel: 909-457-8260 Fax: 909-457-8261	Date:	September 13, 2016
		Project No:	120808
		Project:	Metrolink Parking Lot Expansion
Attn:	Tony Kasbar	Change Order No:	5
		Purchase Order	2016-0827
		Account	223-500-4408-3001-120808-05

---

### CHANGES IN WORK:

This Contract Change Order No. 5 accommodates the following:

1. Compensation to KASA Construction for installation of (1) "STOP" sign, (1) Stop bar, (1) "STOP" legend and additional wheel stops.
2. Compensation to KASA Construction for the construction of the revised SCE service run per the approved SCE plans.
3. Compensation to KASA Construction for various bid items that were reduced in excess of 25% of the estimated quantity.

### CHANGES IN COST:

- 1) City agrees to compensate KASA Construction for all labor, equipment, materials and services to install (1) "STOP" sign, (1) "STOP" legend, and an additional (19) wheel stops in compliance with the Project Plans and Specifications. Compensation will be made at the agreed lump sum price. The total agreed lump sum cost for this item is \$1,668.62 inclusive of all mark-ups and profit.
- 2) City agrees to compensate KASA Construction for all labor, equipment, materials and services to construct the new SCE service conduit run and service cabinet per the revised SCE plan in compliance with the Project Plans and Specifications. Compensation will be made at the agreed lump sum price. The total agreed lump sum cost for this item is \$20,169.56 inclusive of all mark-ups and profit.
- 3) City agrees to compensate KASA Construction for all labor, equipment, materials and services associated with the various bid items that had a reduction in quantities that exceeded 25% of the estimated quantities in compliance with the Project Plans and Specifications. Compensation will be made at the agreed lump sum price. The total agreed lump sum cost for this item is \$761.20 inclusive of all mark-ups and profit.

Total Increase to the Contract = \$22,599.38

### CHANGES TO CONTRACT TIME:

Deferred

### SOURCE OF FUNDS:

Funds are available in the following account(s): 223-500-4408-3001-120808-05

REASONS FOR CHANGE:

- 1) At the time of design, it was determined that a "STOP" sign and pavement markings were not a mandatory requirement and were not included on the plans. During construction, the City requested the installation of a "STOP" sign and pavement markings. Due to poor condition of (19) existing wheel stops, the Contractor was unable to re-use.
- 2) Approved SCE service plan was provided by the City's Project Manager after construction began and was different from the drawing included in the original project plans.
- 3) Various bid item quantities were reduced by more than 25% of the estimated quantity. Per section 3-2.2.3 of the Standard Specifications for Public Works Construction (Greenbook), the Contractor requested additional compensation. This amount was mutually agreed to by the Contractor and Agency.

SUMMARY OF COSTS:

Original Contract Amount:	\$ 1,394,944.50	Original Completion	120
This Change Order:	\$22,599.38	Days Added for this	0
Previous Change Order(s):	\$52,636.31	Previous Days Added:	0
Revised Contract Amount:	<b>\$1,470,180.19</b>	Revised Completion	0

*[SIGNATURES ON THE NEXT PAGE]*

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

**KASA Construction**

Signature	09/21/2016
Tony Kasbar, Project Manager	Date
Printed Name and Title	

**City of Rialto**

Approved by:

Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer	Date
--------------------------------------------------------------------	------

Recommended by:

Jeffrey T. Schafer, P.E., Associate Civil Engineer	Date
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Legislation Details (With Text)

**File #:** 16-708      **Version:** 1      **Name:** TAB 3  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 10/17/2016      **In control:** City Council  
**On agenda:** 11/8/2016      **Final action:**  
**Title:** Request City Council to Authorize the City Administrator to Approve Contract Change Order No. 4 in the amount of \$670,145.30 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvement Project, City Project 130801. (ACTION)

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Attachment 1 - 9-22-15 S.R.](#)  
[Attachment 2 - Vicinity Map](#)  
[Attachment 3 - Extended Improvement Limits](#)  
[Attachment 4 - CCO #4 10-19-16](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Authorize the City Administrator to Approve Contract Change Order No. 4 in the amount of \$670,145.30 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvement Project, City Project 130801. (ACTION)

BACKGROUND:

On September 22, 2015, the City Council awarded a construction contract to Matich Construction, Inc., in the amount of \$3,536,000 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvement Project, City Project 130801 (Project). A copy of the staff report is attached as **Attachment 1**.

ANALYSIS/DISCUSSION:

The Project is currently under construction. The current limits of the project consist of San Bernardino Avenue, from Lilac Avenue to Sycamore Avenue; Riverside Avenue, from Gateway Center Drive to San Bernardino Avenue; Willow Avenue, from San Bernardino Avenue to Valley Boulevard; and Valley Boulevard, from West of Willow Avenue to Gateway Plaza. A vicinity map showing the current limits of Construction is attached as **Attachment 2**.

At the request of the City Council, staff solicited a proposal from the current contractor, Match Construction, Inc., to provide additional pavement resurfacing and associated concrete work; extending the southerly limits of the work on Riverside Avenue from Value Center Drive to Valley Boulevard; and to extend the easterly limits of the work on Valley Boulevard from Gateway Plaza to Riverside Avenue as shown on **Attachment 3**. The scope requested from Match Construction consists of additional sidewalk, curb ramps, curb & gutter, pavement resurfacing and median improvements. The pavement resurfacing will consist of cold milling the existing pavement followed by installation of a rubberized asphalt cap, matching the resurfacing treatment in the current project. Match Construction has submitted the requested proposal, which has been reviewed by staff, and is the basis for Contract Change Order No. 4, attached hereto as **Attachment 4**.

Change Orders 1, 2 and 3 were reviewed and approved using approved contingency funds previously authorized by the City Council for unforeseen conditions encountered or changes required during construction as listed in Table 1 below.

**Table 1- Change Orders Summary**

Riverside/San Bernardino Widening	Description	Contract Amount	Working Days	Contingency
<b>Original Contract</b>		<b>\$ 3,536,000.00</b>	<b>180</b>	<b>\$ 707,200.00</b>
Change Order 1	Work associated with relocation of the existing water services on southeast and southwest corner of Valley Blvd at Willow Ave. The installation of a Parkway drain on Willow Ave to discharge existing private property drainage system and replacement of safety gate loops at 1444 South Willow Ave.	\$ 8,872.80	-	\$ (8,872.80)
Change Order 2	Deletion of bid items concluded by the City Engineer to not be required as part of the improvements. Addition of work associated with paving and temporary striping improvements on Riverside Ave, Willow Ave, and San Bernardino Ave constructed under this change order. In lieu of the specified paving mat, the streets will be cold milled and paved with a leveling course of asphalt prior to cap paving.	\$ 115,350.00	10	\$ (115,350.00)
Change Order 3	Addition of drainage improvements at Willow Ave and Valley Blvd. Cleaning of San Bernardino Avenue prior to installing temporary striping due to developer's contractor leaving San Bernardino in an unacceptable condition and back filling of open trench on San Bernardino Avenue not performed by developer's contractor.	\$ 2,720.13	-	\$ (2,720.13)
<b>Total Contract &amp; Change Orders</b>		<b>\$ 3,662,942.93</b>	<b>190</b>	<b>\$ 580,257.07</b>

**ENVIRONMENTAL IMPACT:**

On July 15, 2008, the City Council adopted **Resolution No. 5614** that certified an Environmental Impact Report (EIR) for a new commercial retail center on 25 acres located on the south side of San Bernardino Avenue between Willow Avenue and Riverside Avenue. On December 12, 2012, the California Supreme Court upheld an earlier decision of the Fourth Appellate Court, which determined that the City complied with the substantive requirements of the California Environmental Quality Act (CEQA) and related zoning laws.

On June 10, 2014, City Council approved **Resolution No. 6578** approving the Mitigated Negative Declaration and the Mitigation and Monitoring and Reporting Program for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Improvements, City Project No. 130801

GENERAL PLAN CONSISTENCY:

Approval of this action complies with the following City of Rialto General Plan Goals and Policies:

**Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.**

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

**Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.**

Policy 3-7.1: Link redevelopment tools with the processes of community facilities district formation and other similar funds to improve roadway and utility systems in areas with the greatest need for upgrades.

**Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.**

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

**Goal 5-2: Minimize the risk and damage from flood hazards.**

LEGAL REVIEW:

The City Attorney has reviewed and approved this staff report and Contract Change Order No. 4.

FINANCIAL IMPACT:

The adopted project budget for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801 is shown in **Table 2** below:

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**Table 2- Funding and Expense String Information**

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SOURCES OF FUNDS	Fund, Account No	Budget	Expended/ Encumbered to Date	Budget Remaining
RDA Bonds	335/302	3,289,617	3,276,889	12,728
Drainage DIF	230	336,700	336,700	(0)
Measure I Fund	201	1,000,000	496,383	503,617
Transportation DIF Fund	250	1,800,000	841,922	958,078
<b>TOTAL SOURCES OF FUNDS</b>		<b>6,426,317</b>	<b>4,951,894</b>	<b>1,474,423</b>
<b>USES OF FUNDS</b>				
DESIGN	230/250-500-****-3001-130801-01	690,000	673,400	16,600
ENVIRONMENTAL	250-500-4312-3001-130801-02	250,000	250,000	-
RIGHT OF WAY	250-500-4312-3001-130801-03	140,000	134,151	5,849
ADMINISTRATION	250-500-4312-3001-130801-04	50,000	21,965	28,035
OVERHEAD ALLOCATION	250-500-4312-3001-130801-13	100,000	88,909	11,091
CONSTRUCTION	250-500-4312-3001-130801-05	893,700	-	893,700
CONSTRUCTION	201-500-4310-3001-130801-22	1,000,000	496,383	503,617
CONSTRUCTION	336/302-500-1799-3001-130801-23	3,039,617	3,039,617	-
CONSTRUCTION SUPPORT	250-500-4312-3001-130801-15	10,000	7,965	2,035
CONSTRUCTION MANAGEMENT	302-500-1799-3001-130801-16	250,000	237,272	12,728
NON CATEGORIZED	250-500-4312-3001-130801-99	3,000	2,231	769
<b>TOTAL USES OF FUNDS</b>		<b>6,426,317</b>	<b>4,951,894</b>	<b>1,474,423</b>

Total project funding is \$6,426,317 with a total of \$4,933,317 allocated for construction. On September 22, 2015, the City Council awarded the construction contract with Match Corporation in the amount of \$3,536,000 and delegated authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of \$707,200. Change Order No. 4 in the amount of \$670,145.30 will use up the remaining budgeted construction project funds as shown in **Table 3** below.

**Table 3- Construction Budget**

Description	Amount
Construction Budget	\$ 4,933,317.00
Less Match Original Contract	\$ (3,536,000.00)
Less Previously Approved Contingency	\$ (707,200.00)
<b>Net Construction Budget</b>	<b>\$ 690,117.00</b>
Less Change Order No. 4	\$ (670,145.30)
<b>Remaining Construction Budget</b>	<b>\$ 19,971.70</b>

Change Order No. 4 for \$670,145.30 will be paid from the Transportation Development Impact Funds Account No. 250-500-4312-3001-130801-05 in the amount of \$670,145.30.

**RECOMMENDATION:**

Staff recommends that the City Council approve Contract Change Order No. 4 in the amount of \$670,145.30 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvement Project, City Project 130801.



Legislation Details (With Text)

File #: 15-665      Version: 1      Name: TAB 7  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 9/8/2015      In control: City Council  
 On agenda: 9/22/2015      Final action:  
 Title: Request City Council to (1) Find the Bid Submitted by Griffith Company, a California Corporation, as Non-responsive and Reject the Bid (2) Award a Construction Contract to Match Corporation, a California Corporation, in the Amount of \$3,536,000 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801; and (3) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of \$707,200.

Sponsors:

Indexes:

Code sections:

- Attachments: [Attachment 1 - Agenda item tab 10](#)  
[Attachment 2 - Bid Protest Letter](#)  
[Attachment 3 - Griffith Non-Responsive Letter](#)  
[Attachment 4 - Bid Summary](#)  
[Attachment 5 - License & Reference Check](#)  
[Attachment 6 - Construction Contract](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [September 22, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Find the Bid Submitted by Griffith Company, a California Corporation, as Non-responsive and Reject the Bid (2) Award a Construction Contract to Match Corporation, a California Corporation, in the Amount of \$3,536,000 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801; and (3) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of \$707,200.

**BACKGROUND:**

On May 26, 2015, the City Council approved the construction plans and contract specifications, and authorized the release of Request for Bids No. (RFB) 15-098 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801, (the "Project"). A copy of the May 26, 2015, staff report is included as Attachment 1 .

**ANALYSIS/DISCUSSION:**

The City released RFB No. 15-098 for the Project on August 28, 2015, and published the Notice Inviting Bids in the *San Bernardino County Sun*; on the City of Rialto website and provided construction documents to various plan rooms. On September 10, 2015, the City received twelve (12) bids, tabulated in Table 1 below:

Company	Location	Type of Firm	Bid Amount
Griffith Company (Failed to Register for Bidding)	Montclair, CA	Corporation	\$3,508,019.02
Matich Corporation	San Bernardino, CA	Corporation	\$3,536,000.00
Vance Corporation (Failed to Registered for Bidding)	Rialto, CA	Corporation	\$3,748,122.83
H & H General Contractors, Inc. (Failed to Register for Bidding)	Highland, CA	Corporation	\$3,795,200.50
Sequel Contractors, Inc.	Santa Fe Springs, CA	Corporation	\$4,079,432.50
Sully-Miller Contracting Company	Brea, CA	Corporation	\$4,188,888.00
All American Asphalt	Corona, CA	Corporation	\$4,259,964.00
PALP, Inc. DBA Excel Paving Company (Failed to Register for Bidding)	Long Beach, CA	Corporation	\$4,367,879.60
USS Cal Builders, Inc.	Stanton, CA	Corporation	\$4,430,231.20
Riverside Construction Company, Inc.	Riverside, CA	Corporation	\$4,541,294.50
DDH Apple Valley Construction, Inc.	Apple Valley, CA	Corporation	\$4,949,014.00
Eagle Engineering and Development, Inc.	Pomona, CA	Corp, MBE, SDB	\$5,575,861.25

Table 1

In reviewing the bids received, staff discovered that Griffith Company; Vance Corporation; H & H General Contractors, Inc.; and PALP, Inc. DBA Excel Paving Company failed to register as a bidder prior to submitting their bids. The project Special Provisions clearly state in Section N-9(c) of the Instructions to Bidders the following: "Bidders must be registered to submit a Bid; failure to register shall be cause to find a Bid non-responsive ." (Emphasis added).

Following the bid opening, Matich Corporation submitted a bid protest letter dated September 10, 2015, included as Attachment 2 .

### Non-Responsive Bids

The apparent low bid received from Griffith Company was complete in all other respects, but their failure to register as a bidder with the Public Works Department, as required by the bid documents and Instructions to Bidders, is cause to find their bid non-responsive, as indicated in the bid documents, which contain the following in Section N-9(c):

*Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall contact the Public Works Department by e-mail at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov) <<mailto:bidinfo@rialtoca.gov>>, or by phone at (909) 421-4999, to officially register as a Bidder*

*for this project with your company name, address, phone, fax, contact person and e-mail address. Bidder must be registered to submit a Bid; failure to register shall be cause to find a Bid non-responsive.*

On September 17, 2015, Griffith Company was provided written notification of our findings and anticipated recommendation to the City Council. A copy of the notification letter is attached as Attachment 3 .

On the basis of our findings, staff recommends that the City Council determine that the bid received from Griffith Company be determined to be non-responsive and rejected, resulting in the second lowest bid, submitted by Match Corporation, to be the lowest responsive bid. A full bid summary is included as Attachment 4 .

The engineer's estimate for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801, was \$4,700,000 and the lowest responsive bid, submitted by Match Corporation, was \$3,536,000.

Staff reviewed the bid, references, and contractor's licenses, and found the bid received by Match Corporation to be complete in all respects, and that Match Corporation properly registered as a bidder. Match Corporation was deemed to be properly licensed and qualified. Contractor's Licenses and reference checks are included as Attachment 5. On this basis, staff recommends that the Bid received from Match Corporation be accepted as the lowest responsive bid. Chapter 2.47 of the Rialto Municipal Code includes provisions for local preference to firms located in Rialto for non-construction contracts; however, as a general law city, Rialto must award construction contracts to the lowest responsible bidder, thus the provisions of Chapter 2.47 do not apply.

A construction contract with Match Corporation for the Project is included as Attachment 6 .

#### ENVIRONMENTAL IMPACT:

On July 15, 2008, the City Council adopted Resolution 5614 that certified an Environmental Impact Report (EIR) for a new commercial retail center on 25 acres located on the south side of San Bernardino Avenue between Willow Avenue and Riverside Avenue. On December 12, 2012 the California Supreme Court upheld an earlier decision of the Fourth Appellate Court, which determined that the City complied with the substantive requirements of the California Environmental Quality Act (CEQA) and related zoning laws.

On June 10, 2014, City Council approved Resolution No. 6578 approving the Mitigated Negative Declaration and the Mitigation and Monitoring and Reporting Program for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Improvements, City Project No. 130801

#### GENERAL PLAN CONSISTENCY:

Approval of this action complies with the following City of Rialto General Plan Goals and Policies:

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

Policy 3-7.1: Link redevelopment tools with the processes of community facilities district formation and other similar funds to improve roadway and utility systems in areas with the greatest need for upgrades.

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

Goal 5-2: Minimize the risk and damage from flood hazards.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and construction contract.

**FINANCIAL IMPACT:**

The adopted project budget for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801, is shown in Table 2:

**Funding Source String**

	<b>Budget</b>
02 RDA Bonds	3,289,617.00
27 Drainage DIF	336,700.00
29 MEASURE I FUND 201	1,000,000.00
70 Transportation DIF	1,800,000.00
	<b>6,426,317.00</b>

**Expense String**

		<b>Budget</b>
01 DESIGN F250[\$353.3K] / F230 [\$336.7	270-500-4???-3001	690,000.00
02 ENVIRONMENTAL	250-500-4312-3001	250,000.00
03 RIGHT OF WAY ACQUISITION	250-500-4312-3001	200,000.00
04 ADMINISTRATION	250-500-4312-3001	50,000.00
05 CONSTRUCTION F250	250-500-4312-3001	446,700.00
13 OVERHEAD ALLOCATION	250-500-4312-3001	100,000.00
15 CONSTRUCTION SUPPORT	250-500-4312-3001	200,000.00
16 CONSTRUCTION MANAGEMENT	335-500-1799-3001	250,000.00
22 CONSTRUCTION F201	201-500-4310-3001	1,000,000.00
23 CONSTRUCTION RDA BONDS	335-500-1799-3001	3,039,617.00
99 NON CATEGORIZED	250-500-4312-3001	200,000.00
		<b>6,426,317.00</b>

Table 2

Funds are currently budgeted and available in the RDA Bonds Fund Account in the amount of \$3,289,617; Drainage Development Impact Fund Account in the amount of \$336,700; Measure I Fund Account in the amount of 1,000,000; and Transportation Development Impact Fund Account in the amount of \$1,800,000 for a total amount of \$6,426,317.00. A total of \$4,686,317.00 was allocated for construction. The construction contract with the lowest responsible bidder, Match Corporation, a California corporation, is in the amount of \$3,536,000. The remaining construction budget is \$1,150,317.

#### Contingency Funds

Staff recommends that contingency funds of 20% of the construction costs, or \$707,200, of the construction funds be reserved and available for additional work that may be required; and that the City Council delegate authority to the City Administrator to approve Construction Contract Change Orders up to the contingency amount in the event of unforeseen conditions encountered and/or changes that may be required during construction of the Project.

#### RECOMMENDATION:

Staff recommends that the City Council:

- Find the bid submitted by Griffith Company to be non-responsive and reject the bid based upon the analysis and findings indicated in the staff report,
- Award a construction contract to Match Corporation, a California corporation, in the amount of \$3,536,000 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801.
- Delegate authority to the City Administrator to approve and execute construction contract change orders up to a cumulative amount of \$707,200.



Legislation Details (With Text)

File #: 15-341      Version: 1      Name: TAB 10  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 5/12/2015      In control: City Council  
 On agenda: 5/26/2015      Final action:  
 Title: Request City Council to (1) Approve the Construction Plans and Contract Specifications and Authorize the Release of Request for Bids No. 15-098; (2) Authorize a Purchase Order with Willdan Engineering in the Amount of \$228,000.00 for Construction Engineering Services for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Improvements, City Project No. 130801. (ACTION)

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - NIB](#)  
[Attachment 2- Willdan Proposal](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [May 26, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Approve the Construction Plans and Contract Specifications and Authorize the Release of Request for Bids No. 15-098; (2) Authorize a Purchase Order with Willdan Engineering in the Amount of \$228,000.00 for Construction Engineering Services for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Improvements, City Project No. 130801. (ACTION)

**BACKGROUND:**

On July 7, 2008, the City Council certified an Environmental Impact Report (EIR), approved General Plan Amendment No. 32, Gateway Specific Plan Amendment No. 2 and Textual Amendment No. 3, and a Development Agreement (the "Wal-Mart DA") for a new commercial retail center on 25 acres located on the south side of San Bernardino Avenue between Willow Avenue and Riverside Avenue. This new 230,000 square foot commercial retail center will be anchored by a Wal-Mart Supercenter. As a matter of reference, a copy of the approved preliminary site plan is included here as Figure 1.

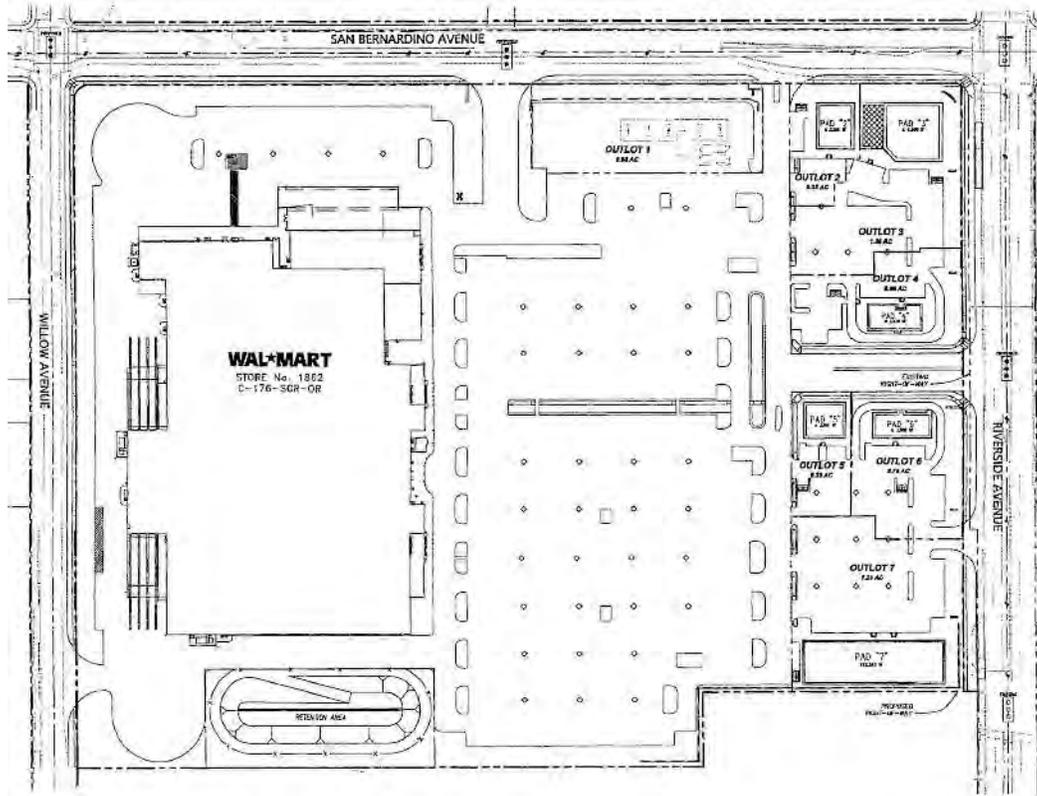


Figure 1

Pursuant to the terms of the Wal-Mart DA, Wal-Mart is responsible for constructing certain off-site improvements which would not normally be considered permissible “Conditions of Approval,” subject to reimbursement from the City for some or all of the costs. These off-site improvements were identified as:

- A master plan storm drain facility from the east side of Riverside Avenue westerly along San Bernardino Avenue and then southerly on Willow Avenue to the Rialto Channel (2008 estimated cost was \$800,000)
- A traffic signal and drainage improvements at the intersection of Valley Boulevard and Willow Avenue (2008 estimated cost was \$400,000)
- Street improvements along the east and west side of Riverside Avenue generally north of Gateway Plaza to San Bernardino Avenue, completing the street to its standard full-width improvement (2008 estimated cost was \$300,000)

In accordance with the terms of a Cooperation Agreement between the City and the former Redevelopment Agency, dated July 15, 2008, the former Agency agreed to reimburse the City its actual costs for completing the public improvements obligated by the Wal-Mart DA. The former Agency allocated funds from the 2008 Series A Tax Allocation Bond in the amount of \$1,042,000 representing the net cost of the required public improvement reimbursements (\$1,500,000 total project cost less \$458,000 in fee credits). The Wal-Mart DA contemplated that Wal-Mart would complete the public improvements, with reimbursement for the net cost from the City (i.e. the former Agency).

During the entitlement process, the City’s Transportation Commission requested other off-site improvements (not included as a requirement pursuant to the Wal-Mart DA), identified as:

- Street improvements to widen San Bernardino Avenue to its full width extending from Lilac Avenue to Willow Avenue
- Street improvements to widen San Bernardino Avenue to its full width extending from Riverside Avenue to Sycamore Avenue

Although the City approved the new commercial retail center and its associated entitlements in 2008, the City's approval was the subject of certain legal challenges that prevented the development from proceeding to construction. After nearly five years, the City prevailed in the litigation to permit the development of the Wal-Mart Supercenter. On December 12, 2012 the California Supreme Court upheld an earlier decision of the Fourth Appellate Court, which determined that the City complied with the substantive requirements of the California Environmental Quality Act (CEQA) and related zoning laws. The opposition group Rialto Citizens for Responsible Growth had requested the California Supreme Court to review the Fourth Appellate Court's decision, which was subsequently denied. This decision was significant, and cleared the major legal challenges that had prevented the Wal-Mart Supercenter development from proceeding.

As a result of the California Supreme Court decision, in February 2013 staff met with representatives from the Wal-Mart development team to discuss initiating development of the site pursuant to the Wal-Mart DA. That discussion resulted in an agreement under which the City would proceed separately to design and construct the off-site improvements identified in the Wal-Mart DA, including the additional off-site improvements requested by the City's Transportation Commission (collectively the "Wal-Mart Off-Site Improvements").

#### ANALYSIS/DISCUSSION:

Although the Wal-Mart DA contemplated that Wal-Mart would construct the Required Improvements delineated below subject to City reimbursement, Wal-Mart prefers that the City complete the Required Improvements and retain the fees that Wal-Mart would have been credited and the reimbursements due from the City. The City is solely responsible for the Supplemental Improvements as delineated below and the larger project will create economies of scale for design and construction.

The Public Works Department took the lead role in coordinating the design and construction of the Wal-Mart Off-Site Improvements. The Wal-Mart Off-Site Improvements are described as the San Bernardino Avenue, Riverside Avenue & Willow Avenue Street & Storm Drainage Improvements, City Project No. 130801, (the "Project").

The Project includes environmental, civil engineering design, right-of-way acquisition and project management services necessary to pursue CEQA environmental approvals for, and to complete the design and construction of certain street, storm drainage and traffic signal improvements for the widening of San Bernardino Avenue, Riverside Avenue and Willow Avenue. The planned improvements include:

#### Improvements Required by the Wal-Mart DA

- Construction of a master planned storm drain facility (Line O1) within Willow Avenue from San Bernardino Avenue to the Rialto Channel. [The construction of the master planned storm drain facility was eliminated from the scope of the project because the San Bernardino Flood Control District would not allow for the storm drain improvements to connect to the Rialto Channel.]
- Construction of a master planned storm drain facility (Line O2) within San Bernardino Avenue

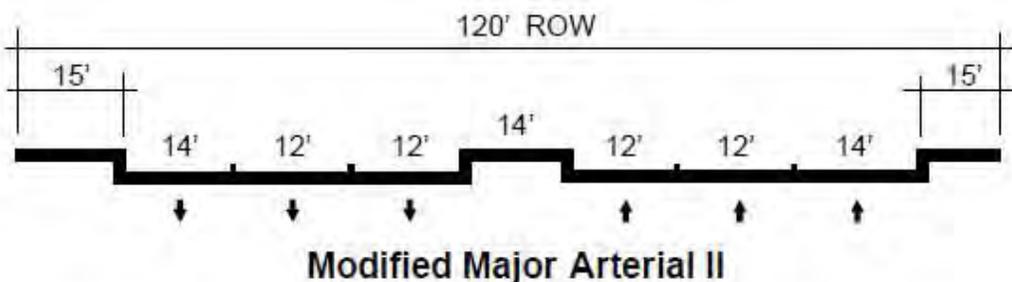
from east of Riverside Avenue to Willow Avenue.

- Widening of Riverside Avenue (east side) from San Bernardino Avenue extending 600 feet southerly (across the property identified by APN 0132-092-01) to its Modified Major Arterial II Cross-Section.
- Modification of the existing traffic signal to accommodate street widening at the Riverside Avenue / San Bernardino Avenue intersection.
- Installation of a new traffic signal at the Valley Boulevard/Willow Avenue intersection
- Widening of Riverside Avenue (east side) extending 500 feet adjacent to the properties identified by APN 0132-112-05 & 0132-112-06, to its Modified Major Arterial II Cross-Section.

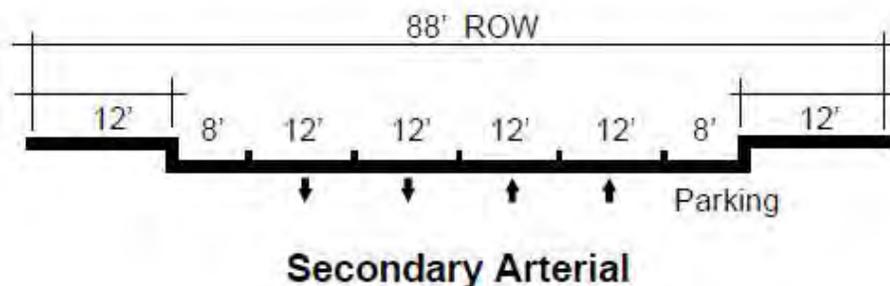
Supplemental Improvements Recommended by Transportation Commission

- Widening of San Bernardino Avenue (south side) from Riverside Avenue to Sycamore Avenue to its Secondary Arterial Cross-Section
- Widening of San Bernardino Avenue (south side) from Lilac Avenue to Willow Avenue to its Secondary Arterial Cross-Section
- Widening of San Bernardino Avenue (north side) from Lilac Avenue extending 300 feet easterly (across the property identified by APN 0132-221-04) to its Secondary Arterial Cross-Section

The General Plan street cross-sections for Riverside Avenue and San Bernardino Avenue are shown as Figure 2 and Figure 3.



Riverside Avenue  
Figure 2



San Bernardino Avenue  
Figure 3

The City’s Master Storm Drain Plan showing the project area is shown below as Figure 4.



Figure 4

Certain parcels of additional right-of-way were acquired or currently in the process to accommodate, the widening of Riverside Avenue and San Bernardino Avenue is identified in Table 1 .

APN	Existing R/W	Required R/W	R/W Acquisition
0132-092-01	Riverside Ave. (50')	60'	6,600 SF
0132-112-05	Riverside Ave. (50')	60'	400 SF
0132-112-06	Riverside Ave. (50')	60'	4,100 SF
0132-171-03	Valley Blvd. (40') Willow Ave.(30')	SE Corner Cutback	500 SF
0132-181-01	Valley Blvd. (40') Willow Ave.(32')	NW Corner Cutback	500 SF
0132-191-09	Valley Blvd. (40') Willow Ave.(32')	SW Corner Cutback	500 SF
0132-221-04	San Bernardino Ave. (30')	44'	4,500 SF
0132-252-01	San Bernardino Ave. (30')	44'	9,500 SF
0254-021-34	San Bernardino Ave. (30')	44'	7,500 SF
0254-021-35	San Bernardino Ave. (30') Lilac Ave. (30')	San Bernardino Ave. 44' Lilac Ave. 32' SE Corner Cutback	1,500 SF

Preliminary Right-of-Way Requirements  
Table 1

On May 28, 2013, the Council approved the Professional Services Agreement in the amount of \$673,400 with Dokken Engineering for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801. As a result of this PSA, Dokken Engineering has prepared the construction plans and contract specifications for the Riverside Avenue, San Bernardino Road and Willow Avenue Street and Storm Drain Improvements.

The construction plans and contract specifications for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801 are ready for bidding; a copy of the bid documents is available at Public Works for review. The final construction engineering estimate for the project is \$4,700,000.

With the City Council's approval, staff will advertise the project in the San Bernardino County Sun, submit it to plan rooms and make contract documents available on-line.

The construction drawings and contract specifications for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801 are identified as Request for Bids (RFB) No. 15-098 to formally solicit construction bids for the Project. A copy of the RFB is on file with the Public Works Department. The Notice of Inviting Bids is included as Attachment 1 . RFB No. 15-098 identifies the following tentative schedule for the bid process:

RFB 15-098 posted and issued:	Thursday, June 11, 2015
Deadline for receipt of bids:	Tuesday, July 14, 2015
Contract awarded by City Council:	Tuesday, August 11, 2015

Willdan has submitted a proposal to perform on-site construction management and inspection for the proposed project. This proposal is provided through the existing "on-call" construction management/program management contract with Willdan. The number of working days associated with the proposed project is scheduled at 180 working days. The proposal is included as Attachment 2.

**ENVIRONMENTAL IMPACT:**

On July 15, 2008, the City Council adopted Resolution 5614 that certified an Environmental Impact Report (EIR) for a new commercial retail center on 25 acres located on the south side of San Bernardino Avenue between Willow Avenue and Riverside Avenue. On December 12, 2012 the California Supreme Court upheld an earlier decision of the Fourth Appellate Court, which determined that the City complied with the substantive requirements of the California Environmental Quality Act (CEQA) and related zoning laws.

On June 10, 2014, City Council approved Resolution No. 6578 approving the Mitigated Negative Declaration and the Mitigation and Monitoring and Reporting Program for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Improvements, City Project No. 130801

**GENERAL PLAN CONSISTENCY:**

Approval of this action complies with the following City of Rialto General Plan Goals and Policies:

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

Policy 3-7.1: Link redevelopment tools with the processes of community facilities district formation and other similar funds to improve roadway and utility systems in areas with the greatest need for upgrades.

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

Goal 5-2: Minimize the risk and damage from flood hazards.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report.

**FINANCIAL IMPACT:**

The currently adopted project budget for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Improvements, City Project No. 130801, is shown in Table 2:

**Funding Source String**

	<b>Budget</b>
02 RDA Bonds	3,289,617.00
27 Drainage DIF	336,700.00
29 MEASURE I FUND 201	1,000,000.00
70 Transportation DIF	1,800,000.00
	<b>6,426,317.00</b>

**Expense String**

		<b>Budget</b>
01 DESIGN F250[\$353.3K] / F230 [\$336.7	270-500-4???-3001	690,000.00
02 ENVIRONMENTAL	250-500-4312-3001	250,000.00
03 RIGHT OF WAY ACQUISITION	250-500-4312-3001	200,000.00
04 ADMINISTRATION	250-500-4312-3001	50,000.00
05 CONSTRUCTION F250	250-500-4312-3001	446,700.00
13 OVERHEAD ALLOCATION	250-500-4312-3001	100,000.00
15 CONSTRUCTION SUPPORT	250-500-4312-3001	200,000.00
16 CONSTRUCTION MANAGEMENT	335-500-1799-3001	250,000.00
22 CONSTRUCTION F201	201-500-4310-3001	1,000,000.00
23 CONSTRUCTION RDA BONDS	335-500-1799-3001	3,039,617.00
99 NON CATEGORIZED	250-500-4312-3001	200,000.00
		<b>6,426,317.00</b>

Table 2

**RECOMMENDATION:**

Staff recommends that the City Council:

1. Approve the Construction Plans and Contract Specifications and Authorize the Release of Request for Bids No. 15-098.
2. Authorize a Purchase Order with Willdan Engineering in the Amount of \$228,000.00 for Construction Mangement and Inpsection Services for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801.

**CITY OF RIALTO  
NOTICE INVITING BIDS**

**SAN BERNARDINO ROAD / RIVERSIDE AVENUE / WILLOW AVENUE  
STREET AND STORM DRAIN IMPROVEMENTS  
CITY PROJECT NO. 130801  
Request for Bid No. 15-098**

**N-1 NOTICE IS HEREBY GIVEN** that sealed bids for the San Bernardino Road / Riverside Avenue / Willow Avenue Street and Storm Drain Improvements, City Project No. 130801, will be received by the City Clerk of the City of Rialto, California, until **11:00 AM on Tuesday, July 14, 2015**, at which time they will be opened and read aloud. The Engineer's estimate is \$XXX,XXX.

**N-2 DESCRIPTION OF THE WORK:** The Work comprises the installation of storm drains and street improvements along San Bernardino Road, Riverside Avenue and Willow Avenue. The general items of work to be performed hereunder consists of installation of a storm drain line along San Bernardino Road, and installation of curb, gutter, medians and widening of roadways along San Bernardino Road and Riverside Avenue, including installation of new asphalt pavement, and all associated work as identified on the construction drawings.

The work shall be diligently prosecuted to completion before the expiration of: **180 working days**

**N-3 AWARD OF CONTRACT:**

(a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. If there are multiple and/or alternative Bid Schedules, Bidders are required to bid on all Bid Schedules.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

**N-4 BID SECURITY:** each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price payable to the City of Rialto.

**N-5 BIDS TO REMAIN OPEN:** The Bidder shall guarantee the Total Bid Price for a period of 120 calendar days from the date of bid opening.

**N-6 CONTRACTOR'S LICENSE CLASSIFICATION:** The Contractor shall possess a valid Class **A** or **C-10** Contractor license at the time of submitting bids.

**N-7 CALIFORNIA WAGE RATE REQUIREMENTS:** The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at:

The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

**N-8 RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

**N-9 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:**

(a) Contract Documents may be inspected without charge at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376.

(b) A digital copy of said Contract Documents is available without charge on-line at:

<https://willdan.box.com/s/30zjmqmck8zpl4jnmid3>

(c) Registration as a Bidder: If you are interested in submitting a bid, Bidders shall contact the Public Works Department by e-mail at [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov), or by phone at (909) 421-4999, to officially register as a Bidder for this project with your company name, address, phone, fax, contact person and e-mail address. ***Bidders must be registered to submit a Bid; failure to register shall be cause to find a Bid non-responsive.***

(d) All questions about the meaning or intent of the Bid Documents are to be directed to the City Engineer. Questions shall be submitted in writing to: City of Rialto Public Works Department, by fax to (909) 421-7210, or by e-mail to [bidinfo@rialtoca.gov](mailto:bidinfo@rialtoca.gov). Questions must be submitted in writing at least 3 working days prior to bid opening. Questions submitted within 3 working days of bid opening may not be accepted.

**N-10 ADDRESS AND MARKING OF BIDS:** The envelope enclosing the Bid shall be sealed and addressed to the City of Rialto, and shall be delivered or mailed to the **City Clerk, City of Rialto, 290 W. Rialto Ave., Rialto, CA 92376**. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For." followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert Eisenbeisz, P.E.  
Public Works Director/City Engineer  
City of Rialto

May 5, 2015

Mr. Robert Eisenbiesz, PE  
Director of Public Works/City Engineer  
City of Rialto  
335 W. Rialto Avenue  
Rialto, CA 92376

**Subject: Proposal for Construction Engineering Services – San Bernardino Avenue, Riverside Avenue, Willow Avenue Street and Storm Drain Improvements, City Project Number 130801**

Dear Mr. Eisenbiesz:

Willdan Engineering is pleased to submit this proposal to provide professional construction engineering services for the subject project. The project includes the construction of miscellaneous PCC improvements (curb, gutter, driveways, sidewalk), storm drains, asphalt repairs, asphalt overlay, and other appurtenant work. It is our understanding the project will begin construction sometime around July of 2015 and is expected to take 180 working days to complete.

It is our understanding the City is in need of the following:

1. Construction Management
2. Construction Inspection
3. Material Testing

Per your request, we have provided a detailed scope of work and our estimated fee.

## **SCOPE OF WORK**

### **Task #1 - Construction Management**

1. Assist the City with public awareness and information program to keep residents and local stakeholders advised of project status along with the impacts to traffic flow circulation, including answering questions from the public about the project.
2. Prepare the construction file.
3. Ensure that the contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at the preconstruction conference.
5. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.

6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to the project such that the project is constructed pursuant to contract documents, LAPM, and in a timely fashion.
8. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to take action on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
12. Prepare weekly statement of working days and submit to the contractor and the City.
13. Provide monthly progress report.
14. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
15. Evaluate and respond to the contractor's requests for clarification of plans and specifications.
16. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
17. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
18. Perform quantity, time, and cost analyses required for negotiation of contract changes.
19. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review.
20. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
21. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
22. Monitor materials documentation and testing results and enforce corrections.
23. Monitor preparation of a punch list at substantial completion and follow up.
24. Routinely review construction files to ensure conformance to City standards and good construction management practice.

25. Ensure City received as-built set of drawings at completion.
26. Assist City with stop notices and release of retention.
27. Provide memorandum of clearance to issue the notice of completion.
28. Finalize and deliver all construction files and supplies to the City for their records.

#### **TASK #2 - Construction Inspection**

The construction observation services are generally performed in accordance with the provisions of the latest editions of the Standard for Public Works Construction "Green Book," Project Special Provisions, Caltrans Standard Specifications, and the Public Work Inspector's Manual. Following is a listing of the inspection services that will be applied to the project.

1. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
2. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
3. Meet with City staff to review the scope of work and establish project schedules.
4. Provide full-time construction observation of the work to monitor materials and methods towards compliance with plans, specifications, and contract documents, and address and document non-conforming items as they are discovered.
5. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations, including but not limited to, Clean Air Act and Clean Water Act (NPDES).
6. Meet with the contractor at the beginning of each day and review proposed work plans, including specific details that may affect progress.
7. Conduct weekly jobsite meetings and other meetings with City staff, merchants, engineer, public relations personnel, contractor, and construction administrator, as needed.
8. Observe construction safety and public safety and convenience and report discovered discrepancies to construction administrator and City; however, the Contractor is solely responsible for site and public safety.
9. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
10. Maintain detailed daily diary on construction progress showing site conditions, weather conditions, traffic control measures taken by the construction contractor, labor, equipment, and materials used during the day, quantity of work performed during the day, and major incidences occurring each day.

11. Prepare clear and concise letters and memorandums, as needed.
12. Maintain field file bound workbooks during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
13. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City.
14. Prepare punch list at substantial completion and follow up.
15. Upon project completion, provide the finished set of project workbooks to the City.

### **TASK #3 - Geotechnical and Materials Testing**

1. Review project plans and specifications.
2. Attend construction meeting, if needed.
3. Provide qualified Caltrans-certified soils technician for as-needed observation and testing during subgrade preparation to perform as-needed field density tests and/or probing of subgrade to document the quality of compaction for compliance with project specifications. The technician will also collect bulk samples of exposed or proposed replacement soil and aggregate base samples for maximum density testing and other as needed testing.
4. Provide a qualified ACI-certified concrete technician for as-needed observation and testing of concrete placement for areas with PCC pavement. The technician will perform field slump tests, including temperature measurement and cast cylinders for later transport, curing, and compression testing.
5. Report/provide update of ongoing tests, including compression testing of concrete cylinders (i.e., 7-day and off-schedule breaks)
6. Report laboratory test results, including 28-day break results for concrete cylinders.
7. Provide compaction testing during the installation of the asphalt overlay.
8. Prepare and submit daily field testing and observation reports indicating information pertinent to the observations performed and their compliance or non-compliance with project documents and applicable codes. These will be provided to the City.
9. Provide technician coordination, dispatch, material engineering review, test reporting, quality assurance/control, and administrative support services.
10. Prepare a final project certification document, if requested, upon project completion. This document will be prepared under the supervision of and signed by a California registered geotechnical engineer and will include daily reports summarizing construction activities, conclusions, and results of all tests and inspection. All non-conforming materials and steps taken to bring them into conformance will be noted.

FEE

Our proposed not-to-exceed fee for the Scope of Work identified above is **\$228,000.00**. Invoices will be submitted monthly with back-up information substantiating all charges to date. All work associated with this proposal will be performed pursuant to Willdan's current City of Rialto on-call construction engineering contract. The following is Willdan's breakdown to provide the requested construction engineering services:

Classification	Rate	Hrs.	Total
Construction Management (Task 1)	\$135	400 Hrs.	\$54,000.00
Construction Inspection (Task 2)	\$105	1440 Hrs.	\$151,200.00
Material Testing (Task 3)	NTE		\$22,800.00
<b>Total Not-to-Exceed Fee</b>			<b>\$228,000.00</b>

Thank you for this opportunity to be of continuing service to the City of Rialto. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact Mr. Chris Baca at (562) 364-8198.

Respectfully submitted,

Approval and Authorization to Proceed By:

WILLDAN ENGINEERING

CITY OF RIALTO



Chris Baca  
Deputy Director of Construction Management

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Enclosure

CB:mh  
91005-11\06-150\P15-014R1\_10686



**September 10, 2015**

Eddie Chan, P.E.  
City of Rialto  
Department of Public works  
335 W. Rialto Avenue  
Rialto, CA 92376

Re: San Bernardino Avenue, Riverside Avenue & Willow Avenue  
Street and Storm Drainage Improvements  
City Project No. 130801

Dear Mr. Chan;

Pursuant to the opening of bids today September 10, 2015 for the above referenced project, Griffith Company does not appear on the attached City of Rialto Registered Plan Holders list that Match Corporation requested this morning prior to the bid.

As stated in Section N-9 (c) "Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall contact the Public Works Department by e-mail at [bidinfo@rialto.ca.gov](mailto:bidinfo@rialto.ca.gov), or by phone at (909) 421-4999, to officially register as a bidder for this project with your company name, address, phone, fax, contact person and e-mail address. Bidders must be registered to submit a Bid; failure to register shall be cause to find a Bid non-responsive".

Please consider this letter Match Corporation's official bid protest and request for award as the lowest responsive bidder.

Respectfully,

A handwritten signature in cursive script that reads "Robert M. Match".

Robert M. Match  
Match Corporation

**Robert Matich**

---

**From:** Dayan Gutierrez [dagutierrez@rialtoqa.gov]  
**Sent:** Thursday, September 10, 2015 7:50 AM  
**Subject:** RFB #16-002 SAN BERNARDINO AVENUE, RIVERSIDE AVENUE & WILLOW AVENUE STREET AND STORM DRAINAGE IMPROVEMENTS, CP NO. 130801  
**Attachments:** RFB #16-002 San Bernardino, Riverside, Willow ST &SD Improvements.pdf

Good morning,

Attached is the most recent plan holder's list for the referenced project per your request.

Thank you,

**Dayan Gutierrez**

Administrative Assistant  
City of Rialto | Public Works  
(909)421-4999  
[dagutierrez@rialtoqa.gov](mailto:dagutierrez@rialtoqa.gov)



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# City of Rialto

## California

September 17, 2015

Sent Via Certified Mail & Email

Jim Yackley, Regional Manager  
Griffith Company  
4756 Mission Boulevard  
Montclair, CA 91762

**SUBJECT: San Bernardino Avenue, Riverside Avenue & Willow Avenue Street and Storm Drainage Improvement Project, City Project No. 130801  
Non-responsive Notification Letter**

Dear Mr. Yackley:

On September 10, 2015, the City conducted a public bid opening for the San Bernardino Avenue, Riverside Avenue & Willow Avenue Street and Storm Drainage Improvement Project, City Project No. 130801. A total of 12 bids were opened and the total amount of each bid was announced as each bid was opened. After reviewing all of the submitted bids, it appears that Griffith Company, the apparent low bidder, failed to properly register as a bidder as mandated pursuant to the Notice Inviting Bids Section N-9(c) for this project. This omission results in your bid being non-responsive and subject to rejection. This letter provides official notification to Griffith Company that the City Council will take action to award a contract on the above-referenced project at its meeting on September 22, 2015. The staff's recommendation will be that the City Council finds the bid from Griffith Company to be non-responsive and to reject Griffith Company's bid.

If I do not receive a formal written response with specific facts that dispute this finding by **5:00 p.m. on Monday, September 21, 2015**, this will be the recommendation to the City Council.

### **Finding:**

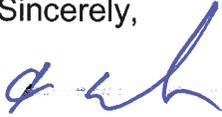
The apparent lowest bid was received from Griffith Company. In reviewing the list of registered bidders, however, staff noted that Griffith Company failed to register as a bidder with the Public Works Department as required by the Special Provisions and Notice Inviting Bids. In order to ensure bidders register, the following statement is included on the Notice Inviting Bids Section N-9(c):

*Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall contact the Public Works Department by e-mail at [bidinfo@rialto.ca.gov](mailto:bidinfo@rialto.ca.gov), or by phone at (909) 421-4999, to officially register as a Bidder for this project with your company name, address, phone, fax, contact person and e-mail address. Bidders must be registered to submit a Bid; **failure to register shall be cause to find a Bid non-responsive.** (Emphasis added)*

**Non-responsive Notification Letter**  
**September 17, 2015**  
**Page 2**

If you have any questions or comments, please contact me at your earliest convenience but no later than the deadline above. I can be reached at (909) 421-7279 or via email at [reisenbeisz@rialtoqa.gov](mailto:reisenbeisz@rialtoqa.gov).

Sincerely,



Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer

cc: *Fred Galante, Esq., City Attorney*  
*Michael E. Story, City Administrator*  
*file*

San Bernardino / Riverside / Willow Avenue Street and Storm Drainage Project  
Proposal Package  
September 10, 2015

Item No.	Item Description	Unit	Quantity	Apparent Low Responsive Responsible Bid Griffith Company		2nd Apparent Low Responsive Responsible Bid Match Corporation		3rd Apparent Low Responsive Responsible Bid Vance Corporation		4th Apparent Low Responsive Responsible Bid H&H General Contractors, Inc.		5th Apparent Low Responsive Responsible Bid Sequel Contractors		6th Apparent Low Responsive Responsible Bid Sully-Miller Contracting Company		7th Apparent Low Responsive Responsible Bid All American Asphalt		8th Apparent Low Responsive Responsible Bid Excel Paving		9th Apparent Low Responsive Responsible Bid USS Cal Builders, Inc.		10th Apparent Low Responsive Responsible Bid Riverside Construction		11th Apparent Low Responsive Responsible Bid Apple Valley Construction, Inc.		12th Apparent Low Responsive Responsible Bid Eagle Engineering and Development	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization (10%)	1	LS	\$ 284,366.02	\$ 284,366.02	\$ 201,034.00	\$ 201,034.00	\$ 250,000.00	\$ 250,000.00	\$ 230,000.00	\$ 230,000.00	\$ 100,000.00	\$ 100,000.00	\$ 175,000.00	\$ 175,000.00	\$ 125,000.00	\$ 125,000.00	\$ 385,000.00	\$ 385,000.00	\$ 440,000.00	\$ 440,000.00	\$ 311,000.00	\$ 311,000.00	\$ 179,000.00	\$ 179,000.00	\$ 280,000.00	\$ 280,000.00
2	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 76,000.00	\$ 76,000.00	\$ 95,000.00	\$ 95,000.00	\$ 50,000.00	\$ 50,000.00	\$ 120,000.00	\$ 120,000.00	\$ 125,000.00	\$ 125,000.00	\$ 358,000.00	\$ 358,000.00	\$ 130,670.00	\$ 130,670.00	\$ 55,000.00	\$ 55,000.00	\$ 210,000.00	\$ 210,000.00	\$ 122,000.00	\$ 122,000.00	\$ 240,000.00	\$ 240,000.00
3	Portable Changeable Message Signs	6	EA	\$ 9,500.00	\$ 57,000.00	\$ 9,000.00	\$ 54,000.00	\$ 8,100.00	\$ 48,600.00	\$ 4,700.00	\$ 28,200.00	\$ 5,000.00	\$ 30,000.00	\$ 10,000.00	\$ 60,000.00	\$ 10,000.00	\$ 60,000.00	\$ 7,000.00	\$ 42,000.00	\$ 6,160.00	\$ 36,960.00	\$ 7,500.00	\$ 45,000.00	\$ 9,400.00	\$ 56,400.00	\$ 10,000.00	\$ 60,000.00
4	Water Pollution Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 24,000.00	\$ 24,000.00	\$ 11,000.00	\$ 11,000.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00	\$ 66,000.00	\$ 66,000.00	\$ 20,000.00	\$ 20,000.00	\$ 16,500.00	\$ 16,500.00	\$ 72,000.00	\$ 72,000.00	\$ 33,100.00	\$ 33,100.00	\$ 25,000.00	\$ 25,000.00
5	Remove Fence	125	LF	\$ 25.00	\$ 3,125.00	\$ 21.00	\$ 2,625.00	\$ 16.80	\$ 2,100.00	\$ 7.00	\$ 875.00	\$ 25.00	\$ 3,125.00	\$ 27.00	\$ 3,375.00	\$ 25.00	\$ 3,125.00	\$ 24.00	\$ 3,000.00	\$ 8.80	\$ 1,100.00	\$ 14.00	\$ 1,750.00	\$ 24.20	\$ 3,025.00	\$ 20.00	\$ 2,500.00
6	Remove Pavement Striping and Markings	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 14,200.00	\$ 14,200.00	\$ 13,000.00	\$ 13,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,000.00	\$ 17,000.00	\$ 11,000.00	\$ 11,000.00	\$ 13,000.00	\$ 13,000.00	\$ 14,850.00	\$ 14,850.00	\$ 10,500.00	\$ 10,500.00	\$ 14,100.00	\$ 14,100.00	\$ 14,900.00	\$ 14,900.00
7	Remove Roadside Sign and Post	16	EA	\$ 150.00	\$ 2,400.00	\$ 137.00	\$ 2,192.00	\$ 26.30	\$ 420.80	\$ 100.00	\$ 1,600.00	\$ 50.00	\$ 800.00	\$ 155.00	\$ 2,480.00	\$ 41.00	\$ 656.00	\$ 200.00	\$ 3,200.00	\$ 27.50	\$ 440.00	\$ 100.00	\$ 1,600.00	\$ 43.00	\$ 688.00	\$ 28.00	\$ 448.00
8	Remove Metal Post	15	EA	\$ 100.00	\$ 1,500.00	\$ 146.00	\$ 2,190.00	\$ 99.00	\$ 1,485.00	\$ 150.00	\$ 2,250.00	\$ 80.00	\$ 1,200.00	\$ 165.00	\$ 2,475.00	\$ 62.00	\$ 930.00	\$ 220.00	\$ 3,300.00	\$ 110.00	\$ 1,650.00	\$ 100.00	\$ 1,500.00	\$ 64.50	\$ 967.50	\$ 220.00	\$ 3,300.00
9	Remove Drainage Facility	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 21,000.00	\$ 21,000.00	\$ 2,760.00	\$ 2,760.00	\$ 4,800.00	\$ 4,800.00	\$ 4,000.00	\$ 4,000.00	\$ 6,200.00	\$ 6,200.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,900.00	\$ 9,900.00	\$ 4,100.00	\$ 4,100.00	\$ 2,920.00	\$ 2,920.00	\$ 9,000.00	\$ 9,000.00
10	Remove Asphalt Sidewalk	26760	SF	\$ 1.10	\$ 29,436.00	\$ 0.15	\$ 4,014.00	\$ 0.16	\$ 4,281.60	\$ 1.00	\$ 26,760.00	\$ 0.60	\$ 16,056.00	\$ 1.00	\$ 26,760.00	\$ 0.60	\$ 16,056.00	\$ 0.50	\$ 13,380.00	\$ 1.65	\$ 45,804.00	\$ 0.70	\$ 18,732.00	\$ 1.84	\$ 49,238.40	\$ 0.80	\$ 21,408.00
11	Remove Asphalt Curb	3150	LF	\$ 2.00	\$ 6,300.00	\$ 0.06	\$ 189.00	\$ 1.44	\$ 4,536.00	\$ 3.25	\$ 10,237.50	\$ 0.60	\$ 1,890.00	\$ 5.25	\$ 16,537.50	\$ 1.50	\$ 4,725.00	\$ 2.00	\$ 6,300.00	\$ 4.40	\$ 13,860.00	\$ 8.50	\$ 26,775.00	\$ 5.92	\$ 17,748.00	\$ 24.00	\$ 75,600.00
12	Relocate Or Reset Roadside Sign	19	EA	\$ 150.00	\$ 2,850.00	\$ 172.00	\$ 3,268.00	\$ 131.00	\$ 2,489.00	\$ 200.00	\$ 3,800.00	\$ 160.00	\$ 3,040.00	\$ 165.00	\$ 3,135.00	\$ 185.00	\$ 3,515.00	\$ 150.00	\$ 2,850.00	\$ 137.50	\$ 2,612.50	\$ 300.00	\$ 5,700.00	\$ 194.00	\$ 3,686.00	\$ 140.00	\$ 2,660.00
13	Remove Concrete (Curb, Curb and Gutter)	1,385	LF	\$ 3.80	\$ 5,263.00	\$ 12.00	\$ 16,620.00	\$ 5.20	\$ 7,202.00	\$ 7.00	\$ 9,695.00	\$ 15.00	\$ 20,775.00	\$ 17.00	\$ 23,545.00	\$ 17.00	\$ 23,545.00	\$ 7.00	\$ 9,695.00	\$ 5.50	\$ 7,617.50	\$ 8.50	\$ 11,772.50	\$ 13.09	\$ 18,129.65	\$ 9.30	\$ 12,880.50
14	Remove Concrete (Valley Gutter, Sidewalk, Driveway)	11320	SQFT	\$ 1.25	\$ 14,150.00	\$ 2.60	\$ 29,432.00	\$ 2.26	\$ 25,583.20	\$ 2.00	\$ 22,640.00	\$ 3.00	\$ 33,960.00	\$ 5.00	\$ 56,600.00	\$ 4.25	\$ 48,110.00	\$ 2.00	\$ 22,640.00	\$ 5.50	\$ 62,260.00	\$ 2.75	\$ 31,130.00	\$ 2.87	\$ 32,488.40	\$ 2.40	\$ 27,168.00
15	Remove Tree	9	EA	\$ 780.00	\$ 7,020.00	\$ 936.00	\$ 8,424.00	\$ 870.00	\$ 7,830.00	\$ 1,800.00	\$ 16,200.00	\$ 1,250.00	\$ 11,250.00	\$ 670.00	\$ 6,030.00	\$ 600.00	\$ 5,400.00	\$ 600.00	\$ 5,400.00	\$ 1,500.00	\$ 13,500.00	\$ 960.00	\$ 8,640.00	\$ 427.00	\$ 3,843.00	\$ 700.00	\$ 6,300.00
16	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 150,000.00	\$ 150,000.00	\$ 29,500.00	\$ 29,500.00	\$ 160,000.00	\$ 160,000.00	\$ 20,000.00	\$ 20,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 165,000.00	\$ 165,000.00	\$ 90,000.00	\$ 90,000.00	\$ 37,400.00	\$ 37,400.00	\$ 160,000.00	\$ 160,000.00
17	Hot Mix Asphalt (Type A)	8000	TON	\$ 63.00	\$ 504,000.00	\$ 60.20	\$ 481,600.00	\$ 72.26	\$ 578,080.00	\$ 71.00	\$ 568,000.00	\$ 58.00	\$ 464,000.00	\$ 73.00	\$ 584,000.00	\$ 58.00	\$ 464,000.00	\$ 57.00	\$ 456,000.00	\$ 70.62	\$ 564,960.00	\$ 68.00	\$ 544,000.00	\$ 99.30	\$ 794,400.00	\$ 83.00	\$ 664,000.00
18	Rubberized Hot Mix Asphalt (RHMA-G)	7200	TON	\$ 83.00	\$ 597,600.00	\$ 69.00	\$ 496,800.00	\$ 74.00	\$ 532,800.00	\$ 81.50	\$ 586,800.00	\$ 68.00	\$ 489,600.00	\$ 92.00	\$ 662,400.00	\$ 73.00	\$ 525,600.00	\$ 72.00	\$ 518,400.00	\$ 87.57	\$ 630,504.00	\$ 78.00	\$ 561,600.00	\$ 109.50	\$ 788,400.00	\$ 81.00	\$ 583,200.00
19	Paving Mat	58,185	SQYD	\$ 1.60	\$ 93,096.00	\$ 2.00	\$ 116,370.00	\$ 3.02	\$ 175,718.00	\$ 2.30	\$ 133,825.50	\$ 1.90	\$ 110,515.50	\$ 1.80	\$ 104,733.00	\$ 2.20	\$ 128,007.00	\$ 2.16	\$ 125,673.60	\$ 2.52	\$ 146,626.20	\$ 2.70	\$ 157,099.50	\$ 2.62	\$ 152,444.70	\$ 2.55	\$ 148,371.75
20	Construct Sidewalk	24000	SQFT	\$ 3.25	\$ 78,000.00	\$ 2.90	\$ 69,600.00	\$ 3.90	\$ 93,600.00	\$ 3.30	\$ 79,200.00	\$ 3.50	\$ 84,000.00	\$ 5.20	\$ 124,800.00	\$ 2.89	\$ 69,360.00	\$ 4.50	\$ 108,000.00	\$ 5.50	\$ 132,000.00	\$ 4.00	\$ 96,000.00	\$ 11.45	\$ 274,800.00	\$ 3.20	\$ 76,800.00
21	Construct PCC Driveway	4200	SQFT	\$ 9.40	\$ 39,480.00	\$ 10.00	\$ 42,000.00	\$ 7.70	\$ 32,340.00	\$ 9.50	\$ 39,900.00	\$ 4.00	\$ 16,800.00	\$ 8.00	\$ 33,600.00	\$ 11.00	\$ 46,200.00	\$ 10.00	\$ 42,000.00	\$ 6.60	\$ 27,720.00	\$ 11.00	\$ 46,200.00	\$ 14.09	\$ 62,580.00	\$ 14.00	\$ 58,800.00
22	Construct PCC Bus Pad	3500	SQFT	\$ 9.40	\$ 32,900.00	\$ 14.70	\$ 51,450.00	\$ 11.00	\$ 38,500.00	\$ 10.00	\$ 35,000.00	\$ 5.00	\$ 17,500.00	\$ 8.50	\$ 29,750.00	\$ 11.00	\$ 38,500.00	\$ 11.00	\$ 38,500.00	\$ 7.70	\$ 26,950.00	\$ 11.00	\$ 38,500.00	\$ 9.86	\$ 34,510.00	\$ 17.00	\$ 59,500.00
23	Construct PCC Curb Ramps (Caltrans Standard Plan Case A) with Warning Surface	17	EA	\$ 2,500.00	\$ 42,500.00	\$ 2,000.00	\$ 34,000.00	\$ 1,660.00	\$ 28,220.00	\$ 3,100.00	\$ 52,700.00	\$ 2,400.00	\$ 40,800.00	\$ 2,100.00	\$ 35,700.00	\$ 1,700.00	\$ 28,900.00	\$ 3,000.00	\$ 51,000.00	\$ 3,300.00	\$ 56,100.00	\$ 900.00	\$ 15,300.00	\$ 2,660.00	\$ 45,220.00	\$ 2,200.00	\$ 37,400.00
24	Construct PCC Curb Ramps (Greenbook Standard Plan Case A - Type 6) with Warning Surface	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,800.00	\$ 5,400.00	\$ 4,000.00	\$ 12,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,100.00	\$ 6,300.00	\$ 1,700.00	\$ 5,100.00	\$ 3,000.00	\$ 9,000.00	\$ 3,300.00	\$ 9,900.00	\$ 1,300.00	\$ 3,900.00	\$ 2,120.00	\$ 6,360.00	\$ 1,800.00	\$ 5,400.00
25	Construct Miscellaneous PCC	5,995	SQFT	\$ 9.40	\$ 56,353.00	\$ 10.00	\$ 59,950.00	\$ 10.70	\$ 64,146.50	\$ 12.00	\$ 71,940.00	\$ 8.00	\$ 47,960.00	\$ 10.25	\$ 61,448.75	\$ 13.00	\$ 77,935.00	\$ 14.00	\$ 83,930.00	\$ 8.80	\$ 52,756.00	\$ 11.50	\$ 68,942.50	\$ 16.60	\$ 99,517.00	\$ 19.00	\$ 113,905.00
26	Construct PCC Curb and Gutter	6,450	LF	\$ 23.50	\$ 151,575.00	\$ 14.00	\$ 90,300.00	\$ 15.42	\$ 99,459.00	\$ 12.00	\$ 77,400.00	\$ 16.00	\$ 103,200.00	\$ 19.50	\$ 125,775.00	\$ 20.00	\$ 129,000.00	\$ 28.00	\$ 180,600.00	\$ 27.50	\$ 177,375.00	\$ 23.00	\$ 148,350.00	\$ 25.80	\$ 166,410.00	\$ 16.00	\$ 103,200.00
27	Construct Detectable Warning Surface	275	SQFT	\$ 49.00	\$ 13,475.00	\$ 84.00	\$ 23,100.00	\$ 32.50	\$ 8,937.50	\$ 47.00	\$ 12,925.00	\$ 40.00	\$ 11,000.00	\$ 45.00	\$ 12,375.00	\$ 65.00	\$ 18,375.00	\$ 45.00	\$ 12,375.00	\$ 44.00	\$ 12,300.00	\$ 50.00	\$ 13,750.00	\$ 71.00	\$ 19,525.00	\$ 32.00	\$ 8,800.00
28	Construct PCC Retaining Curb	695	LF	\$ 18.00	\$ 12,510.00	\$ 55.00	\$ 38,225.00	\$ 26.30	\$ 18,278.50	\$ 14.50	\$ 10,077.50	\$ 15.00	\$ 10,425.00	\$ 15.00	\$ 10,425.00	\$ 23.00	\$ 15,985.00	\$ 22.00	\$ 15,290.00	\$ 33.00	\$ 22,935.00	\$ 18.00	\$ 12,510.00	\$ 17.90	\$ 12,440.50	\$ 6.00	\$ 4,170.00
29	Drainage System 1	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 29,032.03	\$ 29,032.03	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,800.00	\$ 19,800.00	\$ 15,000.00	\$ 15,000.00	\$ 56,300.00	\$ 56,300.00	\$ 40,000.00	\$ 40,000.00
30	Drainage System 2	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 24,000.00	\$ 24,000.00	\$ 23,700.00	\$ 23,700.00	\$ 48,000.00	\$ 48,000.00	\$ 35,000.00	\$ 35,000.00	\$ 47,000.00	\$ 47,000.00	\$ 24,											

# Contractor's License Detail for License # 149783

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

MATICH CORPORATION  
P O BOX 10  
HIGHLAND, CA 92346  
Business Phone Number:(909) 382-7400

**Entity** Corporation

**Issue Date** 01/06/1955

**Expire Date** **11/30/2015**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

A - GENERAL ENGINEERING CONTRACTOR  
B - GENERAL BUILDING CONTRACTOR

## Bonding Information

### **Contractor's Bond**

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

**Bond Number:** 6227968

**Bond Amount:** \$12,500

**Effective Date:** 01/01/2007

[Contractor's Bond History](#)

### **Bond of Qualifying Individual**

The Responsible Managing Officer (RMO) MATICH STEPHEN ANTHONY certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 03/27/2006

## Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC GENERAL INSURANCE CORPORATION

**Policy Number:**A1CW43921

**Effective Date:** 07/01/2013

**Expire Date:** 07/01/2016

[Workers' Compensation History](#)

## Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

# Contractor's License Detail for License # 122954

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

ALCORN FENCE COMPANY  
P O BOX 1249  
SUN VALLEY, CA 91352  
Business Phone Number:(818) 983-0650

**Entity** Corporation

**Issue Date** 01/05/1951

**Expire Date** **02/29/2016**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

A - GENERAL ENGINEERING CONTRACTOR  
B - GENERAL BUILDING CONTRACTOR  
C13 - FENCING  
C29 - MASONRY

## Bonding Information

### **Contractor's Bond**

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

**Bond Number:** 882059

**Bond Amount:** \$12,500

**Effective Date:** 06/30/2010

[Contractor's Bond History](#)

### **Bond of Qualifying Individual**

This license filed Bond of Qualifying Individual number **360499** for ERICKSON GREGORY PAUL in the amount of **\$12,500** with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

**Effective Date:** 04/01/2009

[BQI's Bond History](#)

## Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**Policy Number:**DTJUB3B652754

**Effective Date:** 04/01/2012

**Expire Date:** 04/01/2016

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

## Contractor's License Detail for License # 685387

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

### Business Information

CAL STRIPE INC  
1868 CREST DRIVE  
ENCINITAS, CA 92024  
Business Phone Number:(909) 884-7170

**Entity** Corporation  
**Issue Date** 03/16/1994  
**Reissue Date** 01/02/2008  
**Expire Date** **01/31/2016**

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

A - GENERAL ENGINEERING CONTRACTOR

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

**Bond Number:** 24042335

**Bond Amount:** \$12,500

**Effective Date:** 01/01/2012

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) ZAVALANI RUDOLPH CHRISTOPHER certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 01/02/2008

### Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC GENERAL INSURANCE CORPORATION

**Policy Number:**A1CW44211508

**Effective Date:** 07/01/2015

**Expire Date:** 07/01/2016

[Workers' Compensation History](#)

### Miscellaneous Information

01/02/2008 - LICENSE REISSUED TO ANOTHER ENTITY

**Other**

Personnel listed on this license (current or disassociated) are listed on other licenses.

# Contractor's License Detail for License # 569352

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

PAVEMENT RECYCLING SYSTEMS INC  
10240 SAN SEVAINE WAY  
JURUPA VALLEY, CA 91752  
Business Phone Number:(951) 682-1091

**Entity** Corporation

**Issue Date** 05/30/1989

**Expire Date** **05/31/2017**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

A - GENERAL ENGINEERING CONTRACTOR

## Certifications

HAZ - HAZARDOUS SUBSTANCES REMOVAL

## Bonding Information

### **Contractor's Bond**

This license filed a Contractor's Bond with SAFECO INSURANCE COMPANY OF AMERICA.

**Bond Number:** 5558620

**Bond Amount:** \$12,500

**Effective Date:** 01/01/2007

[Contractor's Bond History](#)

### **Bond of Qualifying Individual**

This license filed Bond of Qualifying Individual number **024051171** for CONCANNON STEPHEN JAMES in the amount of **\$12,500** with OHIO CASUALTY INSURANCE COMPANY (THE).

**Effective Date:** 08/19/2013

## Workers' Compensation

This license has workers compensation insurance with the ARCH INSURANCE COMPANY

**Policy Number:**ZAWCI9329900

**Effective Date:** 10/01/2014

**Expire Date:** 10/01/2015

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

# Contractor's License Detail for License # 264048

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

SIERRA PACIFIC ELECTRICAL CONTRACTING  
2542 AVALON STREET  
RIVERSIDE, CA 92509  
Business Phone Number:(909) 784-1410

**Entity** Corporation

**Issue Date** 07/02/1970

**Expire Date** **12/31/2015**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

C10 - ELECTRICAL  
A - GENERAL ENGINEERING CONTRACTOR  
B - GENERAL BUILDING CONTRACTOR

## Bonding Information

### Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

**Bond Number:** 929182836

**Bond Amount:** \$12,500

**Effective Date:** 12/21/2007

[Contractor's Bond History](#)

### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) LOOP BARRY WAYNE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 01/23/1998

## Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

**Policy Number:**9083130

**Effective Date:** 01/01/2014

**Expire Date:** 01/01/2016

[Workers' Compensation History](#)

## Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

# Contractor's License Detail for License # 511095

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

## Business Information

SURINA CONSTRUCTION COMPANY INC  
17761 SLOVER AVENUE  
BLOOMINGTON, CA 92316-2330  
Business Phone Number:(909) 820-6944

**Entity** Corporation

**Issue Date** 05/22/1987

**Expire Date** **05/31/2017**

## License Status

**This license is current and active.**

**All information below should be reviewed.**

## Classifications

C34 - PIPELINE  
C42 - SANITATION SYSTEM  
A - GENERAL ENGINEERING CONTRACTOR

## Bonding Information

### **Contractor's Bond**

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.

**Bond Number:** 144673C

**Bond Amount:** \$12,500

**Effective Date:** 01/01/2007

[Contractor's Bond History](#)

### **Bond of Qualifying Individual**

The Responsible Managing Officer (RMO) SURINA ANTHONY JAMES certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 06/09/1997

[BQI's Bond History](#)

## Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

**Policy Number:**9083141

**Effective Date:** 01/01/2014

**Expire Date:** 01/01/2016

[Workers' Compensation History](#)

## Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
MATICH CORPORATION	1000004260	SAN BERNARDINO	HIGHLAND	7/8/2015	6/30/2016
CAL STRIPE, INC.	1000001100	SAN BERNARDINO	COLTON	6/9/2015	6/30/2016
SURINA CONSTRUCTION COMPANY INC	1000005548	SAN BERNARDINO	BLOOMINGTON	6/16/2015	6/30/2016
ALCORN FENCE COMPANY	1000001986	LOS ANGELES	SUN VALLEY	6/5/2015	6/30/2016
PAVEMENT RECYCLING SYSTEMS INC	1000003363	RIVERSIDE	JURUPA VALLEY	6/8/2015	6/30/2016
SIERRA PACIFIC ELECTRICAL CONTRACTING IN	1000004626	RIVERSIDE	RIVERSIDE	6/30/2015	6/30/2016

**BIDDER'S GENERAL INFORMATION**

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:  
Match Corporation  
1596 Harry Sheppard Blvd.  
San Bernardino, CA 92408  
 Telephone Number: ( 909) 382-7400  
 Facsimile Number: ( 909) 382-0113  
 E-Mail: rmatch@matchcorp.com  
 Tax Identification Number: 95-1810911
  
2. TYPE OF FIRM  
 Individual     Partnership     Corporation (State CA )  
 Minority Business Enterprise (MBE)  
 Women Business Enterprise (WBE)  
 Small Disadvantaged Business (SDB)  
 Veteran Owned Business  
 Disabled Veteran Owned Business
  
3. CONTRACTOR'S LICENSE: Primary Classification A&B  
 State License Number(s) 149783  
 Supplemental License Classifications \_\_\_\_\_
  
4. BUSINESS LICENSE:  Yes     No    License No.: 1210063
  
5. Surety Company and Agent who will provide the required Bonds:  
 Name of Surety Liberty Mutual Insurance Company  
 Address 336 N. Brand Boulevard, Suite 500  
Glendale, California 91203  
 Surety Company Alliant Insurance Services, Inc.  
 Telephone Numbers: Agent (949) 750-0271    Surety (918) 950-4209

**BIDDER'S GENERAL INFORMATION (Continued)**

6. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

See Attached Corporate Resolution  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Number of years experience as a contractor in this specific type of construction work: 97

8. List at least three related projects completed to date:

- a. Owner See Attached Address \_\_\_\_\_  
 Contact \_\_\_\_\_ Class of Work \_\_\_\_\_  
 Phone \_\_\_\_\_ Contract Amount \_\_\_\_\_  
 Project \_\_\_\_\_ Date Completed \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone number \_\_\_\_\_
- b. Owner \_\_\_\_\_ Address \_\_\_\_\_  
 Contact \_\_\_\_\_ Class of Work \_\_\_\_\_  
 Phone \_\_\_\_\_ Contract Amount \_\_\_\_\_  
 Project \_\_\_\_\_ Date Completed \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone number \_\_\_\_\_
- c. Owner \_\_\_\_\_ Address \_\_\_\_\_  
 Contact \_\_\_\_\_ Class of Work \_\_\_\_\_  
 Phone \_\_\_\_\_ Contract Amount \_\_\_\_\_  
 Project \_\_\_\_\_ Date Completed \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Telephone number \_\_\_\_\_

9. Name of Project Manager/Superintendent: Jake Reade

10. Name(s) of person(s) who inspected job site: Robert Matich

Matich Corporation Recent Projects:

**PARIS 2013 Resurfacing Project (35-566)**

Description: Pavement Rehabilitation

Contract Number: 41056

Agency: City of Redlands, 35 Cajon Street, Redlands, Ca 92373

Contact: Goutam Dobey, 909-798-7584

Contract Amount: \$13,210,000.00

Completion: February 2015

**Route 62 in Joshua Tree**

Description: Pavement Rehabilitation

Contract Number: 08-491804

Agency: State of Ca, Department of Transportation, 464 W. 4<sup>th</sup> Street, San Bernardino, Ca

Contact: Amgad Benjamin, 909-801-5564

Contract Amount: \$10,560,000.00

Completion: October 2014

**Big Bear Village Improvements**

Description: Street and Sidewalk Improvements

Agency: City of Big Bear Lake, 39707 Big Bear Lake Blvd, Big Bear Lake, Ca

Contact: Joe Cylwick, 909-866-5831

Contract Amount: \$5,409,000.00

Completion: December 2013

**Highway 111 Resurfacing**

Description: Roadway Resurfacing

Contract Number: C31810

Agency: City of Palm Desert, 73-510 Fred Waring Drive, Palm Desert, Ca

Contact: Ryan Gaylor, 760-346-0611

Contract Amount: \$3,218,000.00

Completion: October 2013

**Highway 111**

Description: Pavement Rehabilitation

Contract Number: 08-0P9404

Agency: State of Ca, Department of Transportation, 464 W. 4<sup>th</sup> Street, San Bernardino, Ca

Contact: John Santos, 951-538-5315

Contract Amount: \$3,409,000.00

Completion: September 2012

**CONTRACTOR BACKGROUND CHECK**

PROJECT NAME	<b>SAN BERNARDINO AVENUE, RIVERSIDE AVENUE, AND WILLOW AVENUE STREET AND STORM DRAINAGE IMPROVEMENTS</b>		
CITY PROJECT NO.	130801		
CONTRACTOR	Matich Corporation		
LICENSE NO.	149783	DATE VERIFIED	09/16/15

**INSTRUCTIONS:**

This form shall be filled out by the Engineering staff when reviewing contractor background (APPARENT LOW BIDDER), prior to award of contract by City Council. The form may be waived if the contractor does repeatedly acceptable work for the City. This shall be attached to the BID PROPOSAL form and filed in the referenced City Project file, after routing. At least two references shall be contacted and a third reference made if less than acceptable work comments were made by any one of the first two contacts.

**Reference Check No.1:**

Person Contacted	Joe Cylwick / Project Engineer	Phone No.	(909) 866-5831
Agency/Firm	City of Big Bear	City	Big Bear
Description of Work	Big Bear Village Improvements – street and sidewalk improvements		
Contract Amount	approx. \$6M	Date Completed	
Stated Matich finds resources to get things done. Has great reputation in the city as one of the best. Assisted businesses to keep business flowing: redirecting entrances, green Astroturf for customers. Stated Matich provides a level of commitment and efficiency. Complied with weekend events and adjusted scheduling. Conducted regular meetings, good communication w/ field staff. Fairly negotiated change orders.			

**Reference Check No. 2:**

Person Contacted	Ryan Gaylor / Project Manager	Phone No.	(760) 346-0611
Agency/Firm	City of Palm Desert	City	
Description of Work	Highway 111 - roadway resurfacing of two mile stretch, CIR process, 2" AC grind, and capped warm mix asphalt.		
Contract Amount		Date Completed	
Projected completed on time and within budget. No change orders. Stated 'best pavers out there.'			

**Reference Check No. 3:**

Person Contacted	John Santos / Resident Engineer	Phone No.	(951) 538-5315
Agency/Firm	CA Dept. of Transportation	City	San Bernardino
Description of Work	Pavement Rehabilitation – grind and overlay		
Contract Amount	Not available	Date Completed	2012
Project was completed on time and within budget. Stated there were probably change orders, but was not sure. Maintenance of job site was good. Traffic and pedestrian control also good.			

Completed By: Demond Mayfield	Date: 12/18/14
Reviewed By:	

On Behalf of the City of Rialto



**REFERENCE CHECK**

FIRM SUBMITTING BID: **Match Corporation**

PROJECT FIRM IS SUBMITTING ON:

**San Bernardino Avenue, Riverside Avenue, and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801**

	Reference #1	Reference #2	Reference #3
	City of Big Bear Highway 111	City of Palm Desert Highway 111 Resurfacing	State of California, Department of Transportation Highway 111
<b>Contact Person</b>	<b>Joe Cylwick</b> 909.866.5831	<b>Ryan Gaylor</b> 760.346.0611	<b>John Santos</b> 951.538.5315
<b>Call Status</b>	12/18/14, 2:35 PM	12/18/2014	12/18/2014
What was your involvement on the job ?	Project Manager	Project Manager	Resident Engineer
Overall Performance/Quality/Delivery ? (1-10)	10 / 10 / 10	10 / 10 / 10	9 / 9 / 9
Was the job completed on time ?	Yes	Yes	Yes
Was the job completed within budget ?	Yes	Yes	Yes
Were they looking for change orders on the job ?	Yes	No	No
Maintenance of the job Site/Traffic & Pedestrian control ?	Good	Good	Good
How was their communication ?	Good	Good	Good
Are you willing to work with this contractor in the future ?	Yes	Yes	Yes

**AGREEMENT  
(CONSTRUCTION CONTRACT)**

**THIS AGREEMENT** made this 22th day of September, 2015, by and between the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the City, and Matich Corporation, Inc., a California corporation, hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 -- THE WORK**

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

**San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801**

The Work comprises of the widening and reconstruction of portions of San Bernardino Avenue, Riverside Avenue, Valley Boulevard, and Willow Avenue in the City of Rialto. The project includes: Asphalt paving, the installation of a new traffic signal at the intersection of Valley Boulevard and Willow Avenue, the reconstruction of two traffic signals on Riverside Avenue, the installation of PCC Sidewalk, Driveways, Bus Pads, Valley Gutters, and Curb & Gutter; drainage system construction; and water line installation.

**ARTICLE 2 -- COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum specified in Section 6-9 of the Special Provisions for each calendar day that expires after the time specified in Article 2, herein. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

### **ARTICLE 3 -- CONTRACT PRICE**

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedule(s), and any duly authorized Construction Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal is **Three Million, Five Hundred and Thirty-Six Dollars and Zero Cents (\$3,536,000.00)**.

Contractor agrees to receive and accept the prices set forth herein, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension or discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

### **ARTICLE 4 -- THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-Discrimination Certification, Non-Collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers 01 to 02, inclusive, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

### **ARTICLE 5 -- MUTUAL OBLIGATIONS**

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, and shall pay the general

prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

## **ARTICLE 6 -- PAYMENT PROCEDURES**

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the City Engineer as provided in the Contract Documents.

## **ARTICLE 7 -- NOTICES**

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

## **ARTICLE 8 -- INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder.

## **ARTICLE 9 -- NON-DISCRIMINATION**

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

## **ARTICLE 10 -- MISCELLANEOUS**

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal

representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**CITY OF RIALTO, CALIFORNIA**

By \_\_\_\_\_  
Deborah Robertson  
Mayor

**ATTEST:**

By \_\_\_\_\_  
Barbara A. McGee  
City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Fred Galante, Esq.  
City Attorney

**RECOMMENDED:**

By \_\_\_\_\_  
Robert G. Eisenbeisz  
Public Works Director/City Engineer

**CONTRACTOR**

By Match Corporation, Inc.,  
a California Corporation  
Firm/Company Name

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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.

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_  ss

County of \_\_\_\_\_  ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 signatures(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.

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.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal:

# CITY OF RIALTO SAN BERNARDINO AVENUE, RIVERSIDE AVENUE & WILLOW AVENUE STREET AND STORM DRAINAGE IMPROVEMENTS

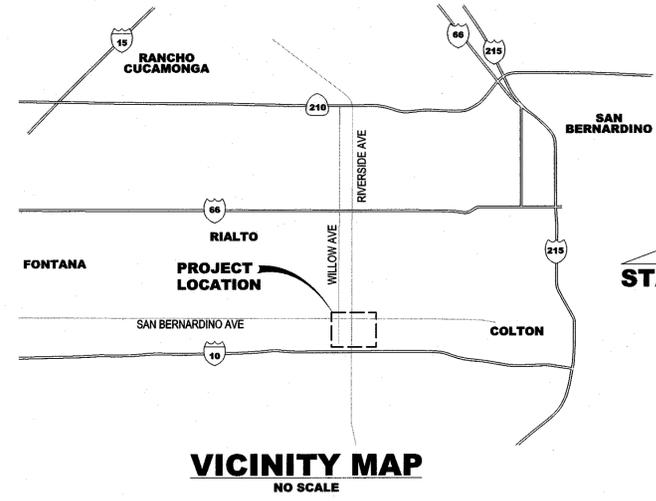
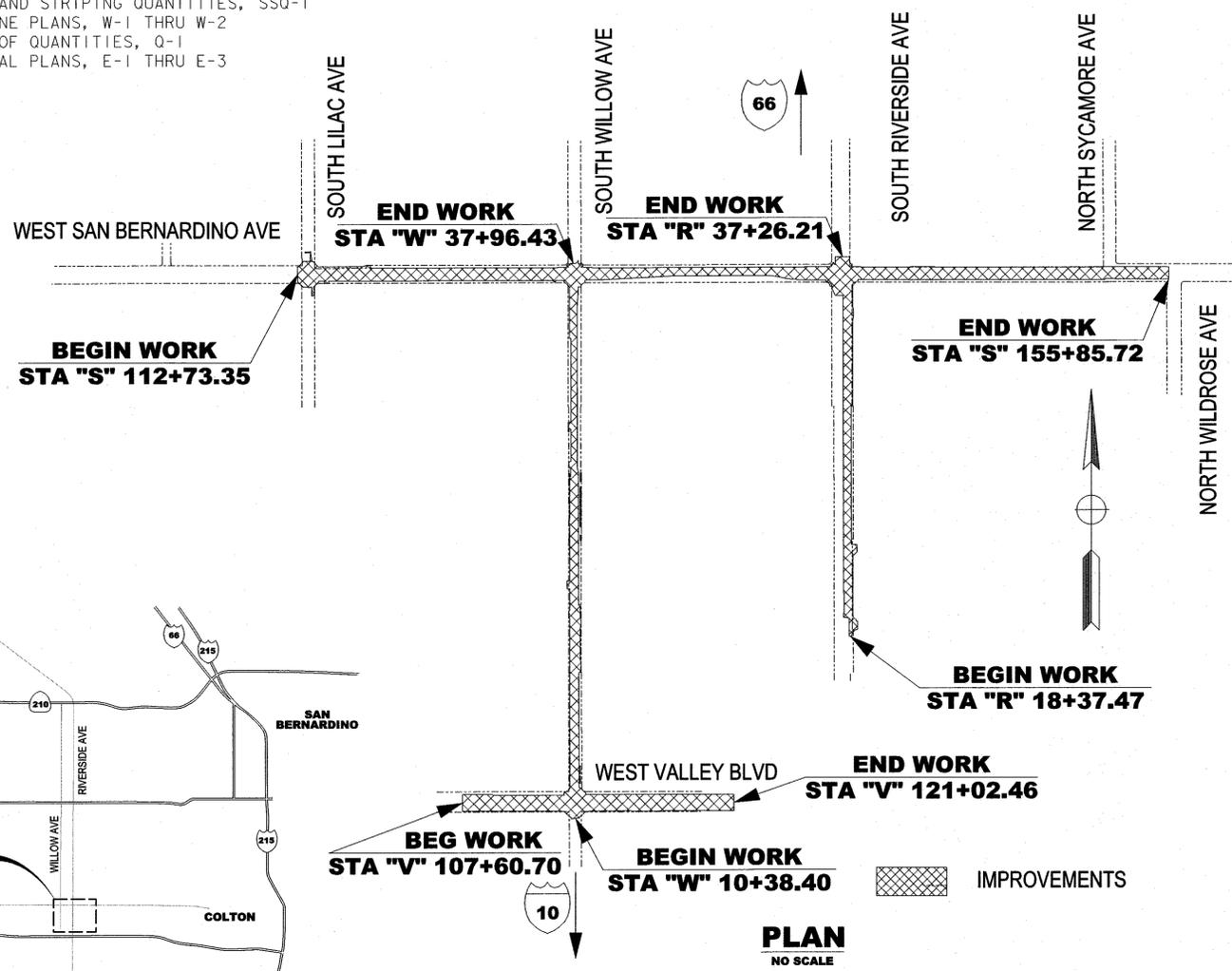
**CITY PROJECT NO. 130801**

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**GENERAL NOTES:**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF RIALTO STANDARD DRAWINGS, STANDARD SPECIAL PROVISIONS, AND THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, WITH SUPPLEMENTS. ANY VARIATION FROM OR EXCEPTION TO THE STANDARDS OR FOLLOWING GENERAL NOTES MUST BE APPROVED BY THE CITY ENGINEER.
2. ALL EXISTING IMPROVEMENTS INCLUDING CURB AND GUTTERS, SIDEWALKS, ASPHALT/CONCRETE OR P.C.C. PAVING, WHICH ARE BEING JOINED OR MATCHED SHALL BE DONE TO THE SATISFACTION OF THE CITY ENGINEER, INCLUDING NECESSARY SAW CUTTING, REMOVAL REPLACEMENT AND CAPPING.
3. ANY EXISTING TRAVEL WAYS IN WHICH AN EXCAVATION IS MADE IN CONJUNCTION WITH THIS PROJECT SHALL BE COVERED BY PERMIT. THIS AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS IN ORDER TO ELIMINATE ANY HAZARDS. STREET SHALL BE SURFACED WITH A MINIMUM OF 2" ASPHALT AT THE END OF EACH WORKING DAY.
4. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY FIELD INSPECTORS AT LEAST 48 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION AND PRIOR TO REQUIRING INSPECTION.
5. ALL UTILITIES SHALL BE INSTALLED PRIOR TO PAVING OF THE STREETS. ALL TRENCHES SHALL BE FULLY COMPACTED TO THE SATISFACTION OF THE CITY ENGINEER. ALL MANHOLES AND VALVE BOX FRAMES SHALL BE ADJUSTED TO FINISHED GRADES AFTER COMPLETION OF CONSTRUCTION.
6. THE CONTRACTOR SHALL DETERMINE THE TRUE LOCATION OF ANY UNDERGROUND UTILITY PRIOR TO LAYING ANY LINES WHICH ARE TO CONNECT THE EXISTING SEWER, WATER, OR STORM DRAINS. THESE LINES SHALL BE EXPOSED AND JOIN ELEVATIONS VERIFIED. ANY CHANGE IN GRADE OR DEVIATION FROM THE PLANS MUST BE APPROVED BY THE CITY ENGINEER.
7. ADVERTISING SIGNS WILL NOT BE PERMITTED WITHIN THE STREET RIGHT OF WAY.
8. COMPACTION TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER TO THE SATISFACTION OF THE CITY ENGINEER. THE SUBGRADE SHALL BE COMPACTED TO 90% WITH THE TOP 6 INCHES BELOW THE ASPHALT PAVING COMPACTED TO 95%. IF THE AGGREGATE BASE IS THICKER THAN ONE FOOT, THE ENTIRE THICKNESS OF THE BASE MATERIAL SHALL BE COMPACTED TO 95%.
9. THE CURB AND GUTTER SHALL BE "ETCHED" SHOWING LATERAL LOCATIONS "S" FOR SEWER, "G" FOR GAS, "E" FOR ELECTRICAL AND "W" FOR WATER.
10. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN PERFORMANCE OF WORK UPON HIGHWAYS AND TO THE SATISFACTION OF THE CITY ENGINEER.
11. NOTICE TO CONTRACTORS: THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF RIALTO DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITH THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
12. PRIVATE ENGINEERS NOTICE: PRIOR TO CONSTRUCTION, SEWER AND WATER CONTRACTORS SHALL ASCERTAIN THE CORRECTNESS OF WATER SERVICES AND SEWER LATERAL LOCATIONS WITH THE DEVELOPER. ANY DEVIATION FROM LOCATIONS SHOWN ON THESE PLANS SHALL BE REPORTED TO THE ENGINEER FOR ADJUSTMENT PRIOR TO CALLING FOR ANY CONSTRUCTION STAKING REQUIRED.
13. PRIOR TO THE CITY RELEASING THE BOND FOR PUBLIC IMPROVEMENTS, THE ENGINEER OF RECORD SHALL SUBMIT A COMPLETE SET OF "AS BUILT" PLANS ON MYLAR TO THE CITY ENGINEERING SECTION AND THE TIE SHEETS FOR NECESSARY MONUMENTATION SHALL ALSO BE SUBMITTED TO THE CITY.
14. STATE LAW (SB 3019) REQUIRES THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT AND OBTAIN AN IDENTIFICATION NUMBER PRIOR TO THE ISSUANCE OF THE CITY'S ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES, INCLUDING PAVEMENT REMOVAL EXCAVATION AND A.C. OVERLAY, WHICH COULD AFFECT ANY UNDERGROUND UTILITY.
15. PRIOR TO ANY CONSTRUCTION WORK, THE CONTRACTOR SHALL OBTAIN A CITY BUSINESS LICENSE AND PERMIT.
16. PRIOR TO TAKING ANY WATER FROM A FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO OBTAIN A FIRE HYDRANT METER.
17. ALL STREET TRENCHING, BACKFILLING AND PAVEMENT REPAIRS SHALL BE DONE IN ACCORDANCE WITH THE CITY STANDARD DRAWING No. 64.
18. ALL IRRIGATION LINES TO BE REMOVED, RELOCATED OR RECONSTRUCTED AS SHOWN AND/OR AS DIRECTED BY THE PUBLIC WORKS INSPECTOR IN THE FIELD.
19. CONTRACTOR SHALL REMOVE AND/OR INSTALL PAVEMENT MARKINGS AND STRIPING. PLACEMENT AND SCHEDULING AS SHOWN ON THESE PLANS ARE TO BE DETERMINED BY THE INSPECTOR IN THE FIELD.
20. THE CONTRACTOR SHALL NOT ORDER OR PLACE ANY PORTLAND CEMENT CONCRETE OR ASPHALT CONCRETE PAVING UNTIL THE FORMS AND SUBGRADE AND/OR AGGREGATE BASE HAVE BEEN INSPECTED AND APPROVED BY THE CITY INSPECTOR IN THE FIELD.
21. STRICT ADHERENCE TO DUST CONTROL REQUIREMENTS SHALL BE ENFORCED, AND ALL DUST SHALL BE CONTROLLED BY WATERING, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
22. IF ANY EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
23. THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL ON-SITE IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING AND UNTIL ALL UNACCEPTABLE CONCRETE AND/OR ASPHALT WORK HAS BEEN REMOVED AND REPLACED, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
24. TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND TO THE SATISFACTION OF THE CITY ENGINEER.
25. REPAIR OR REPLACE ANY DAMAGED OR ALTERED EXISTING IMPROVEMENTS WITHIN PUBLIC RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER IN THE FIELD.
26. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE, ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A QUALIFIED REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.
27. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE THEMSELVES WITH THE WORK SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THEIR OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
28. ALL AREAS TO BE PAVED SHALL BE STERILIZED AS DIRECTED BY THE CITY ENGINEER PRIOR TO PAVING.



**UNDERGROUND SERVICE ALERT**

CALL-TOLL FREE  
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISION	APPR.	DATE

DESIGNED BY: JOHN KOZAK    DRAWN BY: JOHN KOZAK    CHECKED BY: JAMES WARE



PREPARED UNDER THE SUPERVISION OF:

*J. Ware*  
JAMES W. WARE, RCE #61036, EXP. 12/31/16

APPROVED BY:  
*R. Eisenbeisz*  
ROBERT EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE #54931, EXP. 6/30/16

DATE: 8/14/15

**DE DOKKEN ENGINEERING**  
110 BLUE RAVINE ROAD, SUITE 200  
FOLSOM, CA 95630  
PH: 916-858-0642 FAX: 916-858-0643

BENCH MARK: B.M. No. 005-88 ELEVATION: 1079.17  
DESCRIPTION: CITY OF RIALTO BRASS DISK SET IN NORTH END OF A CONCRETE DROP INLET, ONE FOOT EAST OF CURB, 25 FEET EAST OF CENTERLINE OF LILAC AVENUE AND 71 FEET NORTH OF CENTERLINE OF VALLEY BOULEVARD

**CITY OF RIALTO**  
STREET IMPROVEMENTS PROJECT

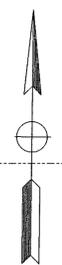
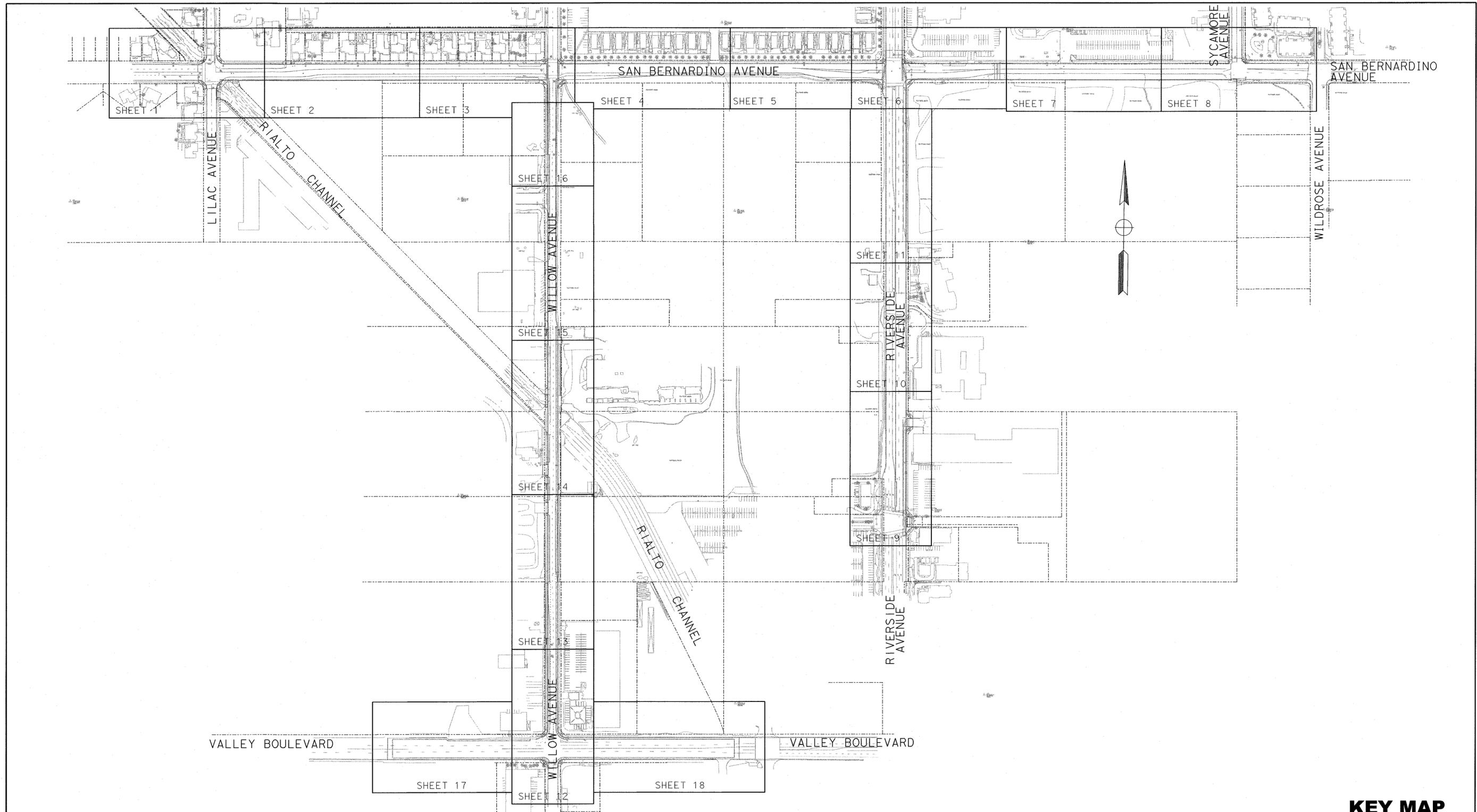
PPD No. \_\_\_\_\_

FOR: CITY OF RIALTO

PLAN No. 130801

**1** of **92** SHEETS

CAD FILE: ... \511\2017-AB001.dgn



**KEY MAP  
K-1**

NO SCALE

UNDERGROUND SERVICE ALERT  
CALL-TOLL FREE  
1-800-227-2600  
TWO WORKING DAYS BEFORE YOU DIG

MARK	REVISION	APPR.	DATE

DESIGNED BY: JOHN KOZAK    DRAWN BY: JOHN KOZAK    CHECKED BY: JAMES WARE



PREPARED UNDER THE SUPERVISION OF:  
*J.W. Ware*  
 JAMES W. WARE, RCE #61036, EXP. 12/31/16    DATE 8/11/15  
 APPROVED BY:  
*R. Eisenbeisz*  
 ROBERT EISENBEISZ, PUBLIC WORKS DIRECTOR/CITY ENGINEER, RCE #54931, EXP. 6/30/16    DATE 8/12/15

**DE DOKKEN**  
 ENGINEERING  
 110 BLUE RAVINE ROAD, SUITE 200  
 FOLSOM, CA 95630  
 PH: 916-858-0642 FAX: 916-858-0643  
 BENCH MARK B.M. No. 005-88 ELEVATION: 1079.17  
 DESCRIPTION: CITY OF RIALTO BRASS DISK SET IN NORTH END OF A CONCRETE DROP INLET,  
 ONE FOOT EAST OF CURB, 25 FEET EAST OF CENTERLINE OF LILAC AVENUE AND  
 71 FEET NORTH OF CENTERLINE OF VALLEY BOULEVARD



**CITY OF RIALTO**  
 STREET IMPROVEMENTS PROJECT

FOR: CITY OF RIALTO

6 of 92 SHEETS

PPD No. \_\_\_\_\_  
 PLAN No. 130801

CAD FILE: ... \511\2017-DA001.dgn

# Attachment C



Extension of Construction limits



## CITY OF RIALTO CONTRACT CHANGE ORDER

To: Match Corporation  
P.O. Box 10  
Highland, CA 92346  
Fax: (909) 382-0113

Attn: Danielle Fox

Date: October 14, 2016  
Project No: 130801  
Project: San Bernardino / Willow / Riverside  
Change Order No: 04  
Purchase Order  
Account Numbers: 210-500-4310-3001-130801-22  
335-500-1799-3001-130801-23

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### CHANGES IN WORK:

This Contract Change Order No. 4 accommodates additional work, generally identified as:

**Item #1, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide all materials and labor required to mobilize in order to construct items number 01 through number 34 on CCO #4.

**Item #2, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide all materials and labor required to install and maintain traffic control on Riverside Ave during the construction of CCO #4.

**Item #3, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide all materials and labor required to install and maintain traffic control on Valley Blvd during the construction of CCO #4.

**Item #4, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide all materials and labor required to remove and dispose of the existing median curb on Riverside Ave from Value Center to Valley Blvd.

**Item #5, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide and install all materials and labor required to provide and install new 8" PCC median curb (City Standard SC-202) and Asphalt slot patch paving on Riverside Ave from Value Center to Valley Blvd.

**Item #6, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide and install all materials and labor required to provide and paint new 8" PCC median curb noses (yellow) on Riverside Ave from Value Center to Valley Blvd.

**Item #7, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide and install all materials and labor required to remove and dispose of the existing median hardscape on Riverside Ave from Value Center to Valley Blvd.

**Item #8, Contract Change Order No. 4:** As directed by the City Engineer, Match Corporation shall provide and install all materials and labor required to provide and install new median hardscape, 12" x 12" Red Tile Pattern on Riverside Ave from Value Center to Valley Blvd.

**Item #9, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to remove and dispose of the existing damaged curb & gutter on NB Riverside Ave from Value Center to Valley Blvd.

**Item #10, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to provide and install new 8" PCC curb & gutter (City Standard SC-201) and Asphalt slot patch paving on NB Riverside Ave from Value Center to Valley Blvd.

**Item #11, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to remove and dispose of the existing damaged curb & gutter on SB Riverside Ave from Value Center to Valley Blvd.

**Item #12, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to provide and install new 8" PCC curb & gutter (City Standard SC-201) and Asphalt slot patch paving on SB Riverside Ave from Value Center to Valley Blvd.

**Item #13, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to remove and dispose of the existing damaged sidewalk on SB & SB Riverside Ave from Value Center to Valley Blvd.

**Item #14, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to provide and install new 4" PCC sidewalk (City Standard SC-203 & SC-204) on SB & NB Riverside Ave from Value Center to Valley Blvd.

**Item #15, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to remove and dispose of the existing no compliant ADA handicapped ramps on Riverside Ave from Value Center to Valley Blvd. And on Valley Blvd from Riverside Ave to Value Center Dr.

**Item #16, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to provide and install new compliant ADA handicapped ramps with truncated yellow domes on Riverside Ave from Value Center to Valley Blvd. And on Valley Blvd from Riverside Ave to Value Center Dr.

**Item #17, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to cold mill Riverside Ave from Value Center to Valley Blvd to a depth on 0.20'.

**Item #18, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to pave PG 64-10 3/8" leveling course on Riverside Ave from Value Center to Valley Blvd.

**Item #19, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to cap pave Riverside Ave from Value Center to Valley Blvd with Rubberized Hot Mix Asphalt (RHMA-G)

**Item #20, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to cold mill Valley Blvd from Riverside Ave to Value Center to a depth on 0.20'.

**Item #21, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to pave PG 64-10 3/8" leveling course on Valley Blvd from Riverside Ave to Value Center.

**Item #22, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to cap pave Valley Blvd from Riverside Ave to Value Center with Rubberized Hot Mix Asphalt (RHMA-G)

**Item #23, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to remove / dispose of the existing Asphalt Concrete / class II base / embankment material and install new PCC bus pads on SB & NB Riverside Ave per City Standard SC-219.

**Item #24, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to install traffic signal loop detector "Type E" per Caltrans Standard plans ES-5A and ES-5B on Riverside Ave at Value Center and Valley Blvd.

**Item #25, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to install traffic signal loop detector "Type E" per Caltrans Standard plans ES-5A and ES-5B on Valley Blvd at Value Center and Gateway.

**Item #26, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to adjust the existing water valves to finish grade on Riverside Ave from Value Center to Valley Blvd.

**Item #27, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to adjust the existing water valves to finish grade on Valley Blvd from Riverside Ave to Valley Blvd.

**Item #28, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to adjust the manholes to finish grade on Riverside Ave from Value Center to Valley Blvd.

**Item #29, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to adjust the existing water valves to finish grade on Valley Blvd from Riverside Ave to Valley Blvd.

**Item #30, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to re-apply the traffic striping per the existing striping on Riverside Ave from Value Center to Valley Blvd.

**Item #31, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to re-apply the traffic striping per the existing striping on Valley Blvd from Riverside Ave to Value Drive.

**Item #32, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to re-apply the pavement marking per the existing striping on Riverside Ave from Value Center to Valley Blvd.

**Item #33, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide and install all materials and labor required to re-apply the pavement marking per the existing striping on Valley Blvd from Riverside Ave to Value Drive.

**Item #34, Contract Change Order No. 4:** As directed by the City Engineer, Matich Corporation shall provide all materials and labor required to mobilize for night paving on Riverside Ave and Valley Blvd.

CHANGES IN COST:

**The following are the estimated cost for the work associated with the street and median improvements on Riverside Ave from Value Center Dr. to Valley Blvd. And on Valley Blvd from Riverside Ave to Value Center Dr.**

**Item #1, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to mobilize all equipment and personal required to perform all asphalt concrete and PCC improvements as listed on CCO #4 on Riverside Ave and Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: \$105,000.00. This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #2, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to mobilize all equipment and personal required to perform all traffic control needed for the paving and PCC improvements on Riverside Ave. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: \$38,786.00. This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #3, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to mobilize all equipment and personal required to perform all traffic control needed for the paving and PCC improvements on Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: \$14,100.00. This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #4, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing median curb on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 1,500 LF @ \$13.45 per LF for \$20,175.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #5, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new 8" median curb on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 1,500 LF @ \$48.75 per LF for \$73,125.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #6, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and paint the median noses of the new 8" median curb on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 100 LF @ \$0.55 per LF for \$55.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #7, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing median hardscape on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 5,600 SQFT @ \$1.80 per SQFT for \$10,080.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #8, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new median 12' X 12' Red Tile pattern on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 5,600 LF @ \$7.70 per SQFT for \$43,120.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #9, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing damaged curb & gutter on NB Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 65 LF @ \$34.50 per LF for \$2,242.50 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #10, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new curb & gutter on NB Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 65 LF @ \$44.60 per LF for \$2,899.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #11, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing damaged curb & gutter on SB Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 50 LF @ \$26.60 per LF for \$1,330.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #12, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new curb & gutter on SB Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 50 LF @ \$58.00 per LF for \$2,900.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #13, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing damaged PCC sidewalk on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 280 SQFT @ \$8.00 per LF for \$2,240.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #14, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new 4" PCC sidewalk on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 280 SQFT @ \$27.80 per LF for \$7,784.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #15, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing PCC handicapped ramps on Riverside Ave from Value Center to Valley Blvd and on Valley Blvd from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 16 each @ \$1,050.00 per each for \$16,800.00. This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #16, CCO4** – – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new PCC handicapped ramps with yellow truncated domes on Riverside Ave from Value Center to Valley Blvd and on Valley Blvd from Riverside Ave to Value Center Dr.. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 16 each @ \$1,900.00 each for \$30,400.00 This sum constitutes full compensation, including mark-ups, for the work of this change

**Item #17, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to perform cold milling on Riverside Ave to a depth of 0.20' from Value Center Dr. to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 70,000 SQFT @ \$0.25 per SQFT for \$17,500.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #18, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to pave the leveling course on Riverside Ave. a depth of 0.20' from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 250 Tons @ \$88.00 per Ton for \$22,000.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #19, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to cap pave Riverside Ave. from Value Center Dr. to Valley Blvd with Rubberized Hot Mix Asphalt (RHMA-G). Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: 850 Tons @ \$88.00 per Ton for \$74,800.00 This sum constitutes full compensation, including mark-ups, for the work of this change

**Item #20, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to perform cold milling on Valley Blvd to a depth of 0.20' from Riverside Ave. to Value Center Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 28,100 SQFT @ \$0.40 per SQFT for \$11,240.00 This sum constitutes full compensation, including mark-ups, for the work of this change

**Item #21, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to pave the leveling course on Valley Blvd. a depth of 0.20' from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 125 Tons @ \$99.00 per Ton for \$12,375.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #22, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish and install necessary materials and equipment to cap pave Valley Blvd. from Riverside Ave. to Value Center Dr. with Rubberized Hot Mix Asphalt (RHMA-G). Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: 350 Tons @ \$104.00 per Ton for \$36,400.00 This sum constitutes full compensation, including mark-ups, for the work of this change

**Item #23, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to remove and dispose of the existing asphalt concrete, class II base, and subgrade material on Riverside Ave at the two existing bus stops between Value Center to Valley Blvd. And to complete in place the installation of new PCC bus pad per City Standard SC-219. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 2 each @ \$16,000.00 per each for \$32,000.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #24, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new Caltrans traffic signal loops Type "E" on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 12 each @ \$416.00 each for \$4,992.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #25, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and install new Caltrans traffic signal loops Type "E" on Valley Blvd from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 12 each @ \$416.00 each for \$4,992.00 This sum constitutes full compensation, including mark-ups, for the work of this change

**Item #26, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and adjust the existing water valves to finish grade on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 7 each @ \$275.00 each for \$1,925.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #27, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and adjust the existing water valves to finish grade on Valley Blvd from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 4 each @ \$275.00 each for \$1,100.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #28, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and adjust the existing manholes to finish grade on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 3 each @ \$1,980.00 each for \$5,940.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #29, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and adjust the existing manholes to finish grade on Valley Blvd from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 4 each @ \$1,980.00 each for \$7,920.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #30, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and to reinstall the existing traffic striping on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: \$4,500.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #31, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and to reinstall the existing traffic striping on Valley Blvd from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: \$4,800.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #32, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and to reinstall the existing pavement marking on Riverside Ave from Value Center to Valley Blvd. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 17 each @ \$121.00 each for \$2,057.00 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #33, CCO4** – As directed the City Engineer, Matich corporation is requested to furnish all necessary materials and equipment to provide and to reinstall the existing pavement marking on Valley Blvd from Riverside Ave to Value Center Dr. Compensation for said work shall be in accordance with the Contractor's cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The estimated cost associated with this item of work is as follows: 6 each @ \$256.30 each for \$1,537.80 This sum constitutes full compensation, including mark-ups, for the work of this change.

**Item #34, CCO4** – As directed the City Engineer, Match corporation is requested to furnish and install necessary materials and equipment to mobilize all equipment and personal required to perform all asphalt concrete paving at night on Riverside Ave and Valley Blvd. Compensation for said work shall be in accordance with the Contractor’s cost proposal identified in Change Order Proposal dated August 16, 2016, attached hereto. The total lump sum cost associated with this item of work is as follows: \$21,790.00. This sum constitutes full compensation, including mark-ups, for the work of this change.

CHANGES TO CONTRACT TIME:

The City agrees to grant an additional 30 Workings Days to the contract time for the additional work identified on this Change Order No. 4.

SOURCE OF FUNDS:

Funds are available in the following account:

210-500-4310-3001-130801-22  
335-500-1799-3001-130801-23

REASONS FOR CHANGE:

**Item #1 through item #34, CCO #4:** Match Corporation was requested by the City to provide a cost to perform street and median improvement for the gateway to the City of Rialto on Riverside Ave from Value Center to Valley Blvd. And on Valley Blvd from Riverside Ave to Value Center Dr.

SUMMARY OF COSTS:

Original Contract Amount:	\$3,536,000.00	Original Completion	180 Working
This Change Order:	\$638,905.30	Days Added	30 Working Days
Previous Change Order(s):	\$126,942.93	Previous Days Added:	10 Working Days
Revised Contract Amount:	<b>\$4,301,848.23</b>	Revised Completion	220 Working

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

**Matich**

_____	_____
Signature	Date
_____	
Printed Name and Title	

**City of Rialto**

Approved By:

_____	_____
Michael E. Story, City Administrator	Date

Recommended By:

_____	_____
Robert G. Eisenbeisz, P.E. Public Works Director/City Engineer	Date

Distribution:

Original Conformed Copy:

Contractor (1)  
City Clerk (1)  
Resident Engineer (1)

Conformed - File Copy:

Engineering Pay File (1)  
Accounting Technician (1)  
Purchasing (1)  
Finance (1)



Legislation Details (With Text)

File #: 16-701      Version: 1      Name: TAB 4  
 Type: Agenda Item      Status: Agenda Ready  
 File created: 10/6/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Accept California Citizens Option for Public Safety (COPS) Allocation of 2016/2017 Funding and Adopt Budget Resolution No. 7027 Appropriating Funds in the Amount of \$165,294. (ACTION)

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution](#)  
[Award Notification](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council  
 APPROVAL: Michael Story, City Administrator  
 FROM: Randy De Anda, Chief of Police

Request City Council to Accept California Citizens Option for Public Safety (COPS) Allocation of 2016/2017 Funding and Adopt Budget Resolution No. 7027 Appropriating Funds in the Amount of \$165,294. (ACTION)

**BACKGROUND:**

The County of San Bernardino Auditor-Controller/Treasurer/Tax Collector has allocated California Citizens' Option for Public Safety (COPS) funding to the City of Rialto Police Department.

**ANALYSIS/DISCUSSION:**

Guidelines regulating the use of COPS funding specify that it may only be used for front-line municipal police services. Front-line police services are not specifically defined, but include anti-gang and other community enforcement programs.

Each county must create a Supplemental Law Enforcement Services Fund Committee (SLESF) before applying for funds. California Department of Finance requires this committee to be comprised of the following officials: one Police Chief, the County Sheriff, the District Attorney, the County's Executive Officer and one City Manager. The San Bernardino County Board of Supervisors has already established an oversight committee by resolution.

Rialto Police Department will use the allocation funding of \$165,294 for technology, communication equipment and personal protective equipment.

ENVIRONMENTAL IMPACT:

The proposed action does not meet the definition of a project as defined by Section 15378 California Environmental Quality Act (CEQA). A "Project" means the whole of an action, which as a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and excludes the following:

- 1) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making.
- 2) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

The City of Rialto has outlined key goals and objects relating to public safety. The acceptance of this grant and future purchase of this technology and other related equipment is in consistent with meeting these objectives.

Goal 5-8: Provide effective and comprehensive policing services that meet the safety needs of Rialto.

Policy 5-8 4: Initiate proactive crime suppression and prevention strategies throughout the community.

Goal 5-9: Reduce criminal street gang activity and discourage gang involvement in the City of Rialto.

Policy 5-9-1: Identify specific high-crime areas in the City and when feasible, create plans/strategies to improve these areas.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and resolution.

FINANCIAL IMPACT:

Staff recommends that the City Council increase estimated revenues in the amount of \$165,294 in the Citizens' Options Public Safety Account No. 214-400-6973-7547 and appropriate \$100,000 in Account No. 214-500-6973-3030 and \$65,294 in Account No. 214-500-6973-2021 for a total expenditure budget of \$165,294 for the purchase of technology, communications equipment and personal protective equipment.

RECOMMENDATION:

Staff recommends that City Council:

- Authorize the police department to accept the California Citizens' Option for Public Safety (COPS) allocation of 2016/2017 funds in the amount of \$165,294.

- Approve the budget resolution.



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**PASSED APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DEBORAH ROBERTSON, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA McGEE, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
FRED GALANTE, City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2016.

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17 \_\_\_\_\_  
18 BARBARA McGEE, CITY CLERK  
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September 8, 2016

Honorable Betty T. Yee  
State Controller  
300 Capitol Mall, Suite 1850  
Sacramento, CA 95814

Attention: Mr. Jim Reisinger  
Cost Plans and Local Apportionments

Dear Controller Yee:

Pursuant to Government Code section 30029.05, subdivision (e), paragraph (2), the Department of Finance respectfully submits the attached (Attachments I and II) percentages for the 2016-17 allocation of \$214,200,000 in Citizens' Option for Public Safety (COPS) and Juvenile Justice Crime Prevention Act (JJCPA) funds deposited in the Enhancing Law Enforcement Activities Subaccount (ELEAS) in the Law Enforcement Services Account within the Local Revenue Fund 2011.

Pursuant to Government Code section 30061, subdivisions (b) and (g), subsequent to the allocation described in subdivision (d) of Section 29552, 47.08727192 percent of the remaining funds deposited in the ELEAS for the COPS (23.54363596 percent) and JJCPA (23.54363596 percent) programs are to be allocated, according to the relative population for each county and city, as follows:

- (1) 5.15 percent to the county sheriff for county jail construction and operation (\$11,031,300).
- (2) 5.15 percent to the district attorney for criminal prosecution (\$11,031,300).
- (3) 50 percent to the county or city and county to implement a comprehensive multi-agency juvenile justice plan (\$107,100,000).
- (4) 39.7 percent to the county and the cities within the county for front-line law enforcement (\$85,037,400). Note that pursuant to Government Code section 30061, subdivision (b), paragraph (3), each law enforcement jurisdiction receiving front-line law enforcement funding is to receive a minimum grant of \$100,000. The percentages included in Attachment II are calculated in a manner that provides for a minimum grant allocation of \$100,000 to each law enforcement jurisdiction listed in Attachment II.

Note that the by-county percentages for the first three allocations above: (1) county jail construction, (2) district attorney criminal prosecution, and (3) multi-agency juvenile justice plans, are specified on Attachment I and the by-county/city percentages for the fourth allocation, front-line law enforcement, are identified on Attachment II.

Honorable Betty T. Yee  
September 2, 2015  
Page 2

Also note that the allocations shown on Attachments I and II may be slightly different from the final allocations made by the State Controller's Office due to rounding.

If you have any questions, or need additional information, please call Phaelen Parker, Finance Budget Analyst, at (916) 445-8913.

Sincerely,



Amy Jarvis  
Assistant Program Budget Manager

Attachments

cc: Mr. George Lolas, Chief Operating Officer, State Controller's Office  
Ms. Casandra Moore-Hudnall, Chief, Division of Accounting and Reporting, State  
Controller's Office  
Ms. Ann Kato, Chief, Bureau of Payments, State Controller's Office  
Ms. Kathleen Howard, Executive Director, Board of State and Community Corrections

2016-17 Enhancing Law Enforcement Activities Subaccount

Citizens' Option for Public Safety

Front-line Law Enforcement Allocation for 2016-17

City/County	City/County Population Estimates 1/1/2016	Projected Allocations by City/County	Percent of Allocation by City/County
Isleton	846	\$ 100,000	0.11759532%
Rancho Cordova	72,203	\$ 111,196	0.13076185%
Sacramento	485,683	\$ 747,978	0.87958685%
Unincorporated	579,613	\$ 892,635	1.04969697%
<b>San Benito</b>	<b>56,648</b>	<b>\$ 300,000</b>	<b>0.35278596%</b>
Hollister	36,484	\$ 100,000	0.11759532%
San Juan Bautista	1,843	\$ 100,000	0.11759532%
Unincorporated	18,321	\$ 100,000	0.11759532%
<b>San Bernardino</b>	<b>2,139,570</b>	<b>\$ 3,953,506</b>	<b>4.64913823%</b>
Adelanto	33,497	\$ 100,000	0.11759532%
Apple Valley	74,656	\$ 114,974	0.13520431%
Barstow	24,360	\$ 100,000	0.11759532%
Big Bear Lake	4,905	\$ 100,000	0.11759532%
Chino	85,934	\$ 132,343	0.15562911%
Chino Hills	78,866	\$ 121,458	0.14282876%
Colton	53,351	\$ 100,000	0.11759532%
Fontana	209,895	\$ 323,250	0.38012630%
Grand Terrace	12,315	\$ 100,000	0.11759532%
Hesperia	93,226	\$ 143,573	0.16883515%
Highland	53,645	\$ 100,000	0.11759532%
Loma Linda	24,649	\$ 100,000	0.11759532%
Montclair	38,686	\$ 100,000	0.11759532%
Needles	5,035	\$ 100,000	0.11759532%
Ontario	169,869	\$ 261,607	0.30763798%
Rancho Cucamonga	175,251	\$ 269,896	0.31738495%
Redlands	68,368	\$ 105,290	0.12381656%
Rialto	107,330	\$ 165,294	0.19437793%
San Bernardino	215,491	\$ 331,868	0.39026083%
Twentynine Palms	26,138	\$ 100,000	0.11759532%
Upland	75,774	\$ 116,696	0.13722904%
Victorville	123,510	\$ 190,212	0.22368040%
Yucaipa	53,779	\$ 100,000	0.11759532%
Yucca Valley	21,281	\$ 100,000	0.11759532%
Unincorporated	309,759	\$ 477,045	0.56098307%
<b>San Diego</b>	<b>3,288,612</b>	<b>\$ 5,469,283</b>	<b>6.43162061%</b>
Carlsbad	112,930	\$ 173,918	0.20451971%
Chula Vista	265,070	\$ 408,222	0.48004992%
Coronado	25,230	\$ 100,000	0.11759532%
Del Mar	4,274	\$ 100,000	0.11759532%
El Cajon	102,337	\$ 157,604	0.18533545%
Encinitas	61,928	\$ 100,000	0.11759532%
Escondido	150,760	\$ 232,178	0.27303100%
Imperial Beach	27,434	\$ 100,000	0.11759532%
La Mesa	59,982	\$ 100,000	0.11759532%
Lemon Grove	26,611	\$ 100,000	0.11759532%
National City	60,768	\$ 100,000	0.11759532%
Oceanside	175,948	\$ 270,969	0.31864724%
Poway	50,103	\$ 100,000	0.11759532%

**2016-17 Enhancing Law Enforcement Activities Subaccount**  
 Citizens' Option for Public Safety and Juvenile Justice Crime Prevention Act Allocations  
 Based on Jan. 1, 2016 Population Estimates

Attachment I

COUNTY	1/1/2016 Population by County	Percent of 1/1/2016 Population by County	COPS (Excluding Front-Line Enforcement)*				JJCPA		Total		Net Total (Including Front-Line Enforcement)	
			5.15%		5.15%		50.00%		60.30%		100.00%	
			11,031,309	11,031,309	107,100,000	129,162,660	214,200,660					
	Co. Jail Operation by County	Percent of Co. Jail Operation Allocation by County	District Attorney Allocation by County	Percent of District Attorney Allocation by County	Juvenile Justice Allocation by County	Percent of Juvenile Justice Allocation by County	Total Allocation by County	Percent of Total Allocation by County	Net Total Allocation by County	Front-Line Law Enforcement	Percent of Net Total Allocation by County	
Alameda	1,627,667	14.75%	4,147,305.1%	37.1%	4,441,119.1%	4.0%	4,148,880.21%	3.8%	8,147,388.1%	3,818,361	46.8%	
Alpine	1,161	0.01%	0.00297026%	0.00%	0.00282026%	0.00%	0.00297026%	0.00%	103.83	100.00%	0.11759532%	
Amador	37,700	0.0005439%	0.09605439%	10.55%	0.09605439%	102.87%	0.09605439%	124.08%	600.03	600.03	0.70557192%	
Butte	224,601	0.57214609%	63.11%	0.57214609%	63.11%	0.57214609%	736.99%	1,405.00	666.00	666.00	0.7819337%	
Calaveras	41,200	0.1151981%	12.70%	0.1151981%	12.70%	0.1151981%	148.00%	200.00	200.00	200.00	0.23519064%	
Colusa	21,814	0.0581009%	6.11%	0.05591009%	6.16%	0.05591009%	72.21%	300.00	300.00	300.00	0.35278996%	
Contra Costa	1,123,421	2.8618105%	315.69%	2.8618105%	315.69%	2.8618105%	3,696.39	2,861.81	6,236.60	2,540.21	2.98717276%	
Del Norte	26,811	0.0682804%	7.53%	0.0682804%	7.53%	0.0682804%	79.14%	88.21%	280.21	280.21	0.3319064%	
El Dorado	183,717	0.4680271%	51.63%	0.4680271%	51.63%	0.4680271%	501.31	804.53	1,039.04	434.44	0.51080077%	
Fresno	984,541	2.1800880%	21,161.2%	2.1800880%	21,161.2%	2.1800880%	2,698.00	3,230.40	5,767.23	2,536.82	2.8818141%	
Glenn	28,661	0.0078083%	8.05%	0.07302854%	8.05%	0.07302854%	78.21%	94.32	394.32	300.00	0.35789596%	
Humboldt	135,116	0.34419300%	37.96%	0.34419300%	37.96%	0.34419300%	358.63%	444.56%	1,255.19%	1,000.00%	1.19532558%	
Imperial	185,831	0.47338382%	52.22%	0.47338382%	52.22%	0.47338382%	505.99%	611.43%	1,411.43%	800.00%	0.94076256%	
Inyo	18,611	0.04750880%	5.24%	0.04750880%	5.24%	0.04750880%	59.88%	51.36%	261.36	200.00	0.23519064%	
Kern	881,071	2.2827808%	249.11%	2.2827808%	249.11%	2.2827808%	2,418.61%	2,916.81%	3,111.23%	2,260.81%	2.61810190%	
Kings	150,371	0.3830851%	42.25%	0.3830851%	42.25%	0.3830851%	410.29%	464.76%	994.61%	500.00%	0.58797601%	
Lake	84,514	0.16381239%	18.01%	0.16381239%	18.01%	0.16381239%	175.44%	211.58%	300.00%	300.00%	0.35278996%	
Lassen	30,781	0.0784083%	8.64%	0.0784083%	8.64%	0.0784083%	83.97%	101.27%	300.27	200.00	0.23519064%	
Los Angeles	10,241,331	26.0886293%	2,877.91%	26.0886293%	2,877.91%	26.0886293%	27,940.96%	33,096.79%	52,788.02%	18,092.23%	22.4516895%	
Madera	155,344	0.3973432%	43.61%	0.3973432%	43.61%	0.3973432%	423.83%	511.41%	821.82%	310.68%	0.3653495%	
Marin	282,214	0.66811387%	73.70%	0.66811387%	73.70%	0.66811387%	715.55%	862.95%	2,068.55%	1,205.60%	1.4134533%	
Mariposa	18,151	0.0462803%	5.10%	0.0462803%	5.10%	0.0462803%	49.54%	59.44%	159.44	100.00	0.11759532%	
Mendocino	88,379	0.22513313%	24.83%	0.22513313%	24.83%	0.22513313%	241.11%	290.48%	790.78%	500.00%	0.58797601%	
Merced	271,571	0.69181733%	76.31%	0.69181733%	76.31%	0.69181733%	740.95%	893.56%	1,866.29%	773.72%	0.91669204%	
Modoc	16,114	0.0424113%	2.00%	0.0424113%	2.00%	0.0424113%	26.29%	31.71%	231.71	200.00	0.23519064%	
Mono	13,721	0.0349522%	3.85%	0.0349522%	3.85%	0.0349522%	11.4%	45.14%	141.14	200.00	0.23519064%	
Monterey	437,171	1.1366238%	122.85%	1.1366238%	122.85%	1.1366238%	1,192.3%	1,438.43%	2,948.99%	1,511.55%	1.7783477%	
Napa	142,021	0.36180055%	39.81%	0.36180055%	39.81%	0.36180055%	387.48%	467.31%	1,091.40%	624.09%	0.7330222%	
Nevada	96,091	0.24988611%	27.55%	0.24988611%	27.55%	0.24988611%	287.62%	322.76%	721.81%	402.42%	0.47338382%	
Orange	3,183,011	8.1083664%	884.45%	8.1083664%	884.45%	8.1083664%	8,684.06%	10,472.5%	16,141.11%	6,431.31%	7.4532205%	
Placer	373,791	0.972038%	105.04%	0.972038%	105.04%	0.972038%	1,019.81%	1,229.89%	2,154.54%	1,364.47%	1.60456282%	
Plumas	18,671	0.0506394%	5.58%	0.0506394%	5.58%	0.0506394%	54.23%	65.40%	265.40	200.00	0.23519064%	
Riverside	2,347,621	5.98083095%	659.78%	5.98083095%	659.78%	5.98083095%	6,405.47%	7,249.89%	12,150.09%	4,435.00%	5.2184836%	
Sacramento	1,485,281	3.80910296%	420.19%	3.80910296%	420.19%	3.80910296%	4,079.54%	4,919.53%	7,382.27%	2,482.31%	2.8955862%	
San Benito	166,441	0.4433044%	15.91%	0.4433044%	15.91%	0.4433044%	154.51%	186.38%	486.38	300.00	0.35278996%	
San Bernardino	2,138,570	5.4503184%	601.24%	5.4503184%	601.24%	5.4503184%	5,637.28%	7,018.71%	10,963.71%	3,961.20%	4.64913823%	
San Diego	3,288,611	8.3773736%	924.13%	8.3773736%	924.13%	8.3773736%	8,732.16%	10,620.43%	16,288.11%	5,469.28%	6.4312061%	
San Francisco	866,581	2.20752390%	243.51%	2.20752390%	243.51%	2.20752390%	2,364.25%	2,851.29%	4,185.88%	1,334.58%	1.5694048%	
San Joaquin	733,381	1.86821170%	206.08%	1.86821170%	206.08%	1.86821170%	2,000.85%	2,413.03%	3,771.51%	1,364.47%	1.60456282%	
San Luis Obispo	277,511	0.7081152%	78.11%	0.7081152%	78.11%	0.7081152%	81.39%	94.52%	1,198.31%	894.11%	1.03967959%	
San Mateo	766,041	1.9540433%	211.26%	1.9540433%	211.26%	1.9540433%	2,189.9%	2,520.48%	3,951.40%	1,239.02%	1.4741164%	
Santa Barbara	467,711	1.1316192%	125.53%	1.1316192%	125.53%	1.1316192%	1,218.75%	1,468.82%	2,592.94%	1,133.12%	1.3207464%	
Santa Clara	1,927,881	4.91108046%	541.75%	4.91108046%	541.75%	4.91108046%	5,259.76%	6,343.27%	9,743.12%	3,399.85%	3.9960668%	
Santa Cruz	275,801	0.70282969%	7.53%	0.70282969%	7.53%	0.70282969%	712.73%	907.79%	1,517.37%	609.58%	0.71683722%	
Shasta	118,911	0.4484328%	10.18%	0.4484328%	10.18%	0.4484328%	487.24%	581.61%	1,030.30%	444.68%	0.5201010%	
Sierra	320	0.0081929%	90.00%	0.0081929%	90.00%	0.0081929%	81.3%	103.3%	210.3%	200.00	0.23519064%	
Skagway	44,731	0.11396763%	12.57%	0.11396763%	12.57%	0.11396763%	127.59%	147.20%	1,247.20%	1,100.00%	1.2854852%	
Solano	431,491	1.09919321%	121.25%	1.09919321%	121.25%	1.09919321%	1,177.29%	1,418.74%	2,424.30%	1,054.56%	1.1813136%	
Sonoma	501,951	1.2788478%	141.05%	1.2788478%	141.05%	1.2788478%	1,369.47%	1,651.58%	2,954.38%	1,302.98%	1.5202969%	
Stanislaus	540,211	1.37613514%	151.83%	1.37613514%	151.83%	1.37613514%	1,473.84%	1,777.45%	3,089.50%	1,312.04%	1.54290527%	
Sutter	91,311	0.2488132%	21.34%	0.2488132%	21.34%	0.2488132%	261.48%	320.17%	624.97%	304.80%	0.3584381%	
Tehama	63,931	0.1628476%	17.96%	0.1628476%	17.96%	0.1628476%	174.42%	210.36%	610.36%	400.00%	0.47038128%	
Trinity	13,861	0.03481516%	3.84%	0.03481516%	3.84%	0.03481516%	37.26%	44.96%	144.96	100.00	0.11759532%	
Tulare	466,331	1.18794678%	131.04%	1.18794678%	131.04%	1.18794678%	1,272.29%	1,534.38%	2,658.33%	1,123.84%	1.3210660%	
Tuolumne	54,441	0.13985165%	15.42%	0.13985165%	15.42%	0.13985165%	145.78%	180.63%	390.63%	200.00	0.23519064%	
Ventura	856,501	2.181886%	240.85%	2.181886%	240.85%	2.181886%	2,336.71%	2,818.14%	4,462.91%	1,644.77%	1.9347954%	
Yolo	214,551	0.5485502%	60.29%	0.5485502%	60.29%	0.5485502%	605.36%	705.94%	1,211.15%	505.20%	0.5911003%	
Yuba	74,141	0.1893853%	20.89%	0.1893853%	20.89%	0.1893853%	202.63%	244.61%	544.61	300.00	0.35278996%	
Total	36,295,881	100.0000000%	11,031,309	100.0000000%	11,031,309	100.0000000%	107,100,000	129,162,660	214,200,660	8,131,400	100.0000000%	

\*Note that the COPS Front-Line Law Enforcement breakdown by county and city for SCO distribution is provided in Attachment II



Legislation Details (With Text)

File #: 16-659      Version: 1      Name: TAB 5  
 Type: Agreement      Status: Agenda Ready  
 File created: 9/12/2016      In control: City Council  
 On agenda: 11/8/2016      Final action:  
 Title: Request City Council to Approve the Agreement with Siemens Industry, Inc. for the Asset Transfer and LED Conversion of City of Rialto owned Street Lights in the amount of \$1,420,230.49. (ACTION)

Sponsors:

Indexes:

Code sections:

- Attachments: [Attachment 1 - Rialto SL Retrofit Proposal Final](#)  
[Attachment 2 - Energy Network LED Conversion Proposal through NJPA](#)  
[Attachment 3 - Santa Monica RFP](#)  
[Attachment 4 - Letter of Intent - Siemens EXECUTED](#)  
[Attachment 5 - Rialto Siemens Contract - Final](#)

Date	Ver.	Action By	Action	Result
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For City Council Meeting [November 8, 2016]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve the Agreement with Siemens Industry, Inc. for the Asset Transfer and LED Conversion of City of Rialto owned Street Lights in the amount of \$1,420,230.49. (ACTION)

**BACKGROUND:**

On January 28, 2014, City Council approved a Letter of Intent Agreement with Siemens Industry, Inc. (Siemens) to initiate a Citywide Street Light Acquisition with the possibility of entering into a proposed Energy Savings Performance Contract and Retrofit Project using Light Emitting Diode (LED) fixtures. To initiate the acquisition process, the City of Rialto paid Southern California Edison (SCE) the required payment of \$10,000 for an initial representative survey of 100 street lights within the City of Rialto.

On October 20, 2014, SCE and Siemens' staff conducted a physical inventory of facility types for a representative subset of streetlight facilities, completed a conditional assessment of lamps and fixtures, verified streetlight feed points, identified points of demarcation for the post sale electrical configuration of the system, and established a preliminary "Not To Exceed" value per light pole.

Following the initial valuation, SCE conducted an additional audit of approximately 10% of the City's street light system to complete a final determination of the "fair market value" for the sale of the assets to the City, subject to approval by the PUC.

The intent of the Street Light Project with Siemens was to acquire the streetlight assets from SCE, develop a draft Energy Savings Performance Contract (ESPC) to implement the Streetlight Conversion Project, and establish the terms and conditions of a turnkey capital improvement project that would replace the existing High Pressure Sodium Vapor (HPSV) light fixtures with Light Emitting Diode (LED) light fixtures.

Siemens successfully completed the Phase I tasks and is currently working on the Phase II tasks, as approved by the City Council on February 23, 2016.

To date, Siemens has completed the following Phase II tasks:

- Performed an independent in-depth audit of all eligible poles.
- Validated and optimized cutover costs from the SCE system.
- Developed a representative sample of types of poles to form the basis of the joint SCE/Siemens/Rialto full system Replacement Costs New Less Depreciation (RCNLD) study that minimizes redundant effort.
- Accompanied SCE during their final survey and study of the street light system to ensure that the agreed upon representative sample is used and that the parties (Rialto, Siemens and SCE) agree on the facts.
- Provided an initial financing overview and work with Rialto to identify alternative sources of funding.
- Identify over-lit areas of the City and make recommendations as to which lights could potentially be removed. A Siemens engineer is finished the over-lit identification task and provided the results to the City on September 16, 2016.

On July 26, 2016, Council approved and received the Siemens Investment Grade Audit Report, and approved the Purchase and Sale Agreement and Lightpole License Agreement with Southern California Edison. Both parties are currently executing the agreements.

The California Public Utility Commission (CPUC) regulates the transfer of assets in accordance with [Section 851 of the Public Utility Code <http://codes.findlaw.com/ca/public-utilities-code/puc-sect-851.html>](http://codes.findlaw.com/ca/public-utilities-code/puc-sect-851.html). Dependent on the value of the transfer, the process can take two paths:

1. Greater than \$5 million - full CPUC filing and a formal CPUC proceeding and approval by the commission
2. Less than \$5 Million - an advice letter filing with the CPUC and review and approval by the Utilities and Industries Energy Group

The City of Rialto's filing will be an advice letter filing since it is below the \$5 Million threshold. SCE is reviewing the approvals, processing the agreement for execution and preparing the required filing with the California Public Utility Commission. SCE staff indicated that they plan to file this action

along with several other advice filings within the next 30 days.

On September 13, 2016, City Council approved obtaining a loan from Wells Fargo Advisers for the project.

**ANALYSIS/DISCUSSION:**

**Street Light Maintenance**

In anticipation of assuming the operations and maintenance of 3,806 street lights, staff is currently preparing bid documents for a maintenance contract for all City-owned street lights. The expected timeline for the award is as follows:

Release of Bids:	November 9, 2016
Deadline for Questions:	November 23, 2016
Responses to Questions:	November 28 2016
RFB Due Date:	December 8, 2016
Award of Contract:	January 10, 2016

The RFB Scope of Work is expected to cover maintenance for the City's existing inventory of City-owned lights as well as the lights acquired from SCE.

**California Public Utilities Commission (CPUC)**

Once the Purchase and Sale Agreement and Lightpole License Agreement with SCE have been fully executed, the next step is approval by the CPUC. This approval process is expected to take from three to six months. With the help of Timothy Simon (former Commissioner with the CPUC), the City expects an expedited CPUC approval process. With this time frame in mind, it is important to have a plan in place to address the asset transfer and LED conversion to maximize the benefits of both processes as efficiently as possible.

Siemens and the City of Rialto have been working in close partnership throughout the asset buy-back process. Siemens was selected through a competitive RFP process to provide turnkey services for the street light acquisition and conversion to LED technology. The Siemens representative has been very responsive and knowledgeable during the acquisition process and assisted City staff as required, meeting the expectations of the Letter of Intent (LOI). Siemens ITS Energy Services team provided additional support above and beyond the contract requirements, such as assisting with the negotiations of the agreements with SCE.

Siemens has submitted a proposal to assist the City with both the asset transfer and the LED conversion - Phase 3 and 4 for a discounted rate not to exceed \$1,420,230.49. Siemens proposal is included as Attachment 1. The proposal covers street light asset cutover and LED retrofit. These tasks are highlighted below.

**Phase III - Asset Transfer and LED Conversion**

**Asset Transfer**

After the street light acquisition is approved by the CPUC and the contract to purchase these assets is fully executed, Siemens will coordinate with the City and SCE on the transfer of ownership or "cutover" schedule of the assets to City ownership. The exact schedule of this cutover will depend on the final terms decided between SCE and the City. It is Siemens' understanding that the cutover cost to SCE is included in the asset valuation costs, therefore no further costs from SCE are expected for

this activity.

The estimated cutover rate is 1,000-1,500 street light assets per month, which translates to an estimated duration of about 3 to 4 months for the cutover of all 3,806 assets. The cutover process includes SCE staff, Siemens staff and City staff participation in confirming the exact assets that are acquired and determining the point of demarcation for ownership of the system.

Siemens has designed a prototype pole tag concept that can be affixed to all pole types throughout the City. The pole tag is a thin anodized aluminum utility tag that has a 3M industrial adhesive and can be configured with many different characters. Siemens will work with the City to determine the most appropriate numbering convention to implement for the newly acquired assets.

Siemens staff will enter the new asset ID numbers in the maintenance database and provide the necessary information to SCE to complete the reassignment of the SCE tariff rate from LS-1 to LS-2.

**LED Street Light Conversion**

Siemens will provide LED street light installation services and associated LED fixture materials in conjunction with the asset cutover. By coordinating the asset cutover and the LED conversion, the City will realize the energy cost savings as soon as possible and limit any maintenance issues with the incumbent technology. As indicated by the Investment Grade Audit, the following material schedule has been established for the conversion.

STYLE	LINE ITEM	CATALOG NUMBER	WATTAGE	QTY
COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	2,098
	B	ERL1-0-04-B1-40-A-GRAY	32	1,349
	C	ERL1-0-07-C1-40-A-GRAY	67	199
	D	ERL1-0-10-C1-40-A-GRAY	90	66
	E	ERL1-H-0-13-C1-40-A-GRAY	125	3
	F	ERS2-0-19-C1-40-A-GRAY	162	1
	I	(ALREADY LED- WILL NOT CONVERT)	94	2
	J	(ALREADY LED- WILL NOT CONVERT)	103	1
	K	(ALREADY LED- WILL NOT CONVERT)	106	1
	L	(ALREADY LED- WILL NOT CONVERT)	189	4
DOUBLE COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	4
GATEWAY	G	LES - 57W443 - 840 - HWD - XXXX - UNV - 1	57	38
POST TOP	H	LES - 37W333 - 840 - HWD - XXXX - UNV - 1	37	40
<b>GRAND TOTAL</b>				<b>3,806</b>

Throughout the implementation phase, GIS data will be recorded, in real time, through the use of mobile devices.

Phase IV - Project Completion

**Project Completion**

Following the completion of the implementation phase and City acceptance, Siemens will begin the fourth phase of the project, the Project Completion Phase. At this point, Siemens will provide a

comprehensive summary of the project that includes (but is not limited to) the following:

- Final GIS Data
- Summary of inventory, including fixture quantities, wattages, and installation dates
- As-built documentation (as-needed)
- As-built schedule of the project and a comparison of the actual installation vs. the scheduled baseline.
- A summary of any scope changes that occurred
- A statement of Siemens warranty details with contacts and procedures
- A statement of manufacturers' warranties with contacts and procedures
- Final energy calculations
- Summary of rebates, incentives and rate changes
- Recommendations for maintenance and cleaning schedules

Siemens will prepare and submit the final rebate documentation to the utility. In addition, Siemens will verify that the billing rate change has been submitted and accepted, and that the utility billing is correct. As Siemens foresees this as an on-going process throughout the implementation phase, the project completion phase will consist of confirming prior implementation and finalizing the last installation phase.

Once the rebate is secured, the billing is verified before a final project closeout report will be generated. This will consist of a complete inventory database of the installed system with GIS locations and all attributes of the LED street light system. Furthermore, this report will also include the final results of the rebate allocation, the energy savings to date and the final estimated energy savings for future years, summarizing the final results of the project.

When the Audit and Conversion process has been completed, the city will receive a Geodatabase containing a complete Inventory of all the LS-1 and LS-3 City Owned Street lights within the City. This data will open many opportunities for integration into the city's existing GIS system. For example:

- Integration into a CMMS or other work order management system to track and issue work-orders or fix failures
- Assisting with City Planning related to lighting, such as identifying areas that may require lighting, report on various decorative issues using provided templates.

Assets will be added to existing enterprise GIS systems such as ArcServer or ArcGIS online webmap, or internal websites for ongoing asset management activities.

The proposed project schedule for asset transfer and the LED conversion Phase III and IV is as follows:

- Contract award Project Start (TBD)

- Project Development 14 Weeks
  - City scope finalization and approval
  - Pole tag design and procurement
  - SCE rebate approval
  - Fixture and photocell procurement
  - SCE cutover scheduling
- Project Implementation 24 Weeks
  - Asset transfer and pole tagging
  - LED conversion and material disposal
- Project Completion 4 Weeks
  - Punch list completion
  - SCE rebate submittal
  - GIS database delivered
  
- Total Project Duration 42 Weeks

According to the tentative schedule above, it could take up to eleven months to transfer the assets and convert to LED lights. Project development will take at least two months and it is expected to start now while the CPUC process is underway. The CPUC is expected to approve Rialto's purchase by as soon as December or at the latest March 2017. Engaging Siemens to complete the acquisition and conversion will position Rialto to implement the transition of the assets and take full advantage of the predicted cost savings as soon as possible.

#### Alternative Option

If the City chooses not to move forward with the Asset Transfer and LED Conversion Agreement with Siemens, the City would be required to:

1. Pay Siemens \$84,800 for the completed work from Phase 1 and Phase 2 of their original agreement.
2. Prepare RFP documents, release the RFP, and review and award the Agreement for asset transfer and LED conversion. This process will take approximately four to six months.
3. An additional two months will be required for implementation using the new consultant/contractor based upon the IGA report, and the specifications of the desired fixtures.

By going out to competitive bid, the City could increase the length of time of the installation process and the City would not receive the benefit of the conversion as soon as possible. In addition, the City will incur the administrative costs of putting the RFP documents together, managing the projects and the loss of efficiencies from the standing relationship with Siemens on the acquisition project. The potential cost to award to another firm is unknown at this time.

The National Joint Powers Alliance (NJPA) is a public agency with legal authority to serve as a contracting agency for municipalities and other public agencies in all states. NJPA conducted an open, transparent and competitive bidding process in accordance with the California Government Code for contractors to work on Energy Network supported projects. Projects similar in size to that of Rialto have been awarded through this NJPA with the Energy Network. For a recent proposal

included as Attachment 2, eGordian charged \$1,055,280.32 or \$336.18/fixture to convert 3,139 street lights to LED. This price did not include asset transfer nor does it account for the type of fixtures (GE Evolve series LED material) that is the current Rialto standard. The GE Evolve series LED material is more expensive than other products in the market; however, Rialto requires this specific fixture in the standard for the LED. This fixture was selected based upon reliability and the ability to take advantage of additional features in the future, such as automated controls.

Siemens was awarded a low bid LED conversion project for the City of Santa Monica on August 10<sup>th</sup> 2016. Santa Monica solicited competitive bids for the conversion included as Attachment 3. The scope of the contract is for the conversion of 1,272 cobrahead street lights to LED technology and will cost \$512,353 for the conversion services, which equates to \$402.79/fixture. The asset transfer value is \$73,433. This is based on the recommended pole tag material and the task being performed in conjunction with the LED conversion. If this task was to be performed separately, additional costs would be incurred. The anticipated amount, if this was incurred separately is \$150,000.

Siemens proposal to the City of Rialto for the asset transfer and conversion of 3,806 LED fixtures is \$1,420,230.49 or \$373.15/fixture, should the City decide to award the project prior to October 31<sup>st</sup> 2016. Siemens proposal to the City of Rialto is \$29.64/fixture less than the competitively bid Santa Monica project. These examples provide a fair market rate comparison in relation to Siemens proposal to the City of Rialto. The Siemens proposal is deemed by staff to be comparable with the current market pricing.

Siemens extended the same approach for Rialto as with Santa Monica. The most significant portion of the cost difference is due to differences in material costs. This is due to variances in:

- quantities included (1,200 in Santa Monica vs 3,800 in Rialto), the wattage of the fixtures (Santa Monica had higher wattage fixtures which incur higher cost),
- the manufacturer of the material (Cree is specified in Santa Monica and GE in Rialto) and
- the associated distribution channel (different distributors are used with different manufacturers).

In addition, labor rates and project mobilization are slightly different between projects. Rialto's project is a construction contract therefore, prevailing wage rates do apply. Siemens will be performing all of the work in house and will be paying prevailing wages, no subcontractors will be utilized. Finally, another factor is the inclusion of the costs associated with the Letter of Intent activities. The turnkey services for the street light conversion services was competitively bid and Siemens was awarded the contract. Siemens is currently providing services under the Letter of Intent, and have exclusive right to the project until January 28<sup>th</sup>, 2017. The Letter of Intent is included as Attachment 4 .

### **ENVIRONMENTAL IMPACT:**

Approving the Agreement with Siemens for the Asset Transfer and LED Conversion of City of Rialto owned street lights is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**GENERAL PLAN CONSISTENCY:**

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

This action is also consistent with the following goals and policies:

Goal 2-31: Conserve energy resources.

Policy 2-31.1: Require the incorporation of energy conservation features into the design of all new construction and site development activities.

Policy 2-31.2: Provide incentives for the installation of energy conservation measures in existing multi-unit residential and commercial developments, including technical assistance and possibly low-interest loans.

Policy 2-31.3: Educate the public regarding the need for energy conservation techniques which can be employed and systems which are available.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved the staff report and the Agreement with Siemens Industry, Inc. for the Asset Transfer and LED Conversion of City of Rialto owned Street Lights.

**FINANCIAL IMPACT:**

Siemens offers the following price for the proposed goods and services outlined in the agreement included as Attachment 5 :

“Asset cutover and LED street light conversion labor and materials is \$1,580,256.49

In recognition of the partnership between Siemens and the City of Rialto over the past two years, Siemens will offer a onetime discount of \$160,026.00, if a sole source contract is signed between both parties prior to November 15, 2016.

This would make the total contract amount \$1,420,230.49.

Price is inclusive of cutover activities and LED conversion. This includes pole labels and associated labor, GE Evolve series LED fixtures, photocell control node, and associated installation labor and equipment. As a valued partner to the City of Rialto, Siemens offers the following discounted pricing if the contract is signed prior to October 31, 2016. This offer is extended for the services described, inclusive of the GE Evolve series LED material.”

The Budget is available in Street Lighting District (SLD) No. 1 Fund Account No. 490-500-4860-3001-170803-05 for \$3,211,462.01 and in Landscaping and Lighting District (LLD) No. 2 Fund Account No. 224-500-7670-3001-170803-05 for \$401,246.99 for a total of \$3,612,709 for the SCE acquisition and asset transfer/LED conversion.

The award for the Siemens contract will be charged to the following:  
SLD No. 1 Fund Account No. 490-500-4860-3001-170803-05 for \$1,264,005

LLD No. 2 Fund Account No. 224-500-7670-3001-170803-05 for \$156,225.49

LICENSING

A Business License application and payment of a Business License tax at the Professional Service rate in the amount of \$1,454 will be paid by the vendor prior to execution of the Professional Service Agreement.

**RECOMMENDATION:**

Staff recommends that the City Council:

- Approve the Agreement with Siemens Industry, Inc. for the Asset Transfer and LED Conversion of City of Rialto owned Street Lights in the amount of \$1,420,230.49, subject to the City Attorney's approval as to form.



## Intelligent Traffic Systems

Mr. Robert Eisenbeisz  
Director of Public Works  
City of Rialto  
335 W. Rialto Avenue  
Rialto, CA 92376  
(909) 820-2507

Steve Gitkin  
National Sales Director  
Intelligent Traffic Systems  
9225 Bee Cave Rd, Building B, Ste 101  
Austin, TX 78733  
Address: (512) 837-8300  
Telephone: (512) 421-6617  
Fax: [Steve.Gitkin@siemens.com](mailto:Steve.Gitkin@siemens.com)  
E-mail: August 25, 2016  
Date:

Mr. Robert Eisenbeisz;

Thank you for the opportunity to work with the City of Rialto on the IGA and submit our proposal for the Streetlight LED Retrofit. We have enjoyed our relationship with your city over the past three years and look forward to the completion of this project. At Siemens our goal is to provide the very best equipment, maintenance and support in the industry, while attempting to work within the confines of your budget to produce a project that comes in on time and with excellence.

The primary contact person for this proposal shall be:

Alex Valenti  
415-246-7257  
[Alex.Valenti@siemens.com](mailto:Alex.Valenti@siemens.com)

This response represents an accurate representation of Siemens and our capabilities to provide street light acquisition and LED street light conversion services for the City of Rialto. Siemens, Inc., Intelligent Traffic Systems presents our team as the most qualified to expeditiously and cost effectively provide the following services for your City:

- Street light asset cutover and ID tagging
- Street light LED conversion
- Recycling and/or disposal of waste materials
- Workmanship warranty
- Annual streetlight maintenance

Thank you once again for permitting us to provide these services.

With kind regards,

Steve Gitkin  
National Sales Director  
Siemens Industry, Inc. Intelligent Traffic Systems

# Rialto, CA Streetlight Cutover and LED Conversion Proposal

Submitted by:  
Siemens Industry, Inc.  
Intelligent Traffic Systems

October 26, 2016

# SIEMENS

*Ingenuity for life*

2200 West Oranewood Ave, Ste 210  
Orange, CA 92868



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## Project Overview

The City of Rialto has the opportunity to purchase approximately 3,806 street light assets from SCE. By purchasing the street light assets, converting them to LED technology and maintaining the system, the City can anticipate an annual cost savings of \$360,115.

The annual cost savings can then offset the costs of acquiring the system, including acquisition, LED conversion and reoccurring maintenance costs and provide the City with a positive project cash flow throughout the 20 year lifetime of the street light fixtures. Considering initial project costs and estimated maintenance costs, the City can anticipate over \$4.2 Million in LED program savings over the 20 year period.



	Energy (Kwh)	Energy Cost	Tariff Service Cost	Maintenance Cost	Operating Costs
Field Audit Savings	1,643	\$118	\$424	\$0	\$541
Asset Acquisition Savings	0	\$0	\$291,853	(\$45,608)	\$246,245
LED Conversion Savings	1,158,768	\$82,945	\$0	\$30,384	\$113,329
Total Annual Savings	1,160,411	\$83,063	\$292,277	(\$15,224)	\$360,115

Table 1: Street Light Acquisition and LED Conversion Annual Savings

Siemens and the City of Rialto have been working in close partnership throughout the asset buy-back process. Siemens was selected through a competitive RFP process to provide turn-key services for the street light acquisition and conversion to LED technology.

Siemens has worked with City staff and Southern California Edison staff facilitating the valuation, field auditing, and feasibility analysis of the program. The resulting Investment Grade Audit report highlights the program details and savings potential (see attachment A). The following proposal details Siemens' experience with street light conversion projects and street light maintenance and offers a detailed approach to our project implementation process.

## Executive Summary

Siemens has the experience, qualified and certified personnel, knowledge and understanding of the project and the critical relationships to successfully bring this project to completion on time and in budget to the satisfaction of the City of Rialto.



### Siemens has the experience

Siemens' ability to undertake this project is evidenced by our team's depth of experience working together to successfully complete LED streetlight retrofits. We have retrofit nearly 150,000 fixtures with LED technology in approximately 80 communities, many via performance contract. We are also the only ESCO to self-perform this quantity of retrofits with in-house staff, giving us particular insight as to the nature of the work and complete control over work schedule.

### Siemens has the personnel

At Siemens we employ only the finest Project Managers, Engineers, Field Technicians and Network Analysts. We pride ourselves on the high level on training, education and certification of all our team members. Customers expect their projects to be managed in an excellent, innovative and responsible way, and this applies to all of our projects from large multi-million dollar projects all the way to smaller turnkey projects. Our project management processes and certifications are models for project management around the globe. Professional project



management is a vital success factor for Siemens. We have been a project company since inception. Currently we have over 15,000 certified project managers world-wide.

As a large, multi-billion dollar company Siemens has a wealth of employees to draw from for our projects. We do not operate with a handful of employees, stretched thin to populate our projects, but rather we pride ourselves on our strong team structure.

### Siemens has the knowledge and understanding of the project.

Siemens and the City of Rialto have been working in close partnership throughout the asset buy-back process for the past three years. Siemens was selected through a competitive RFP process to provide turn-key services for the street light acquisition and conversion to LED technology.

Siemens has worked with City staff and Southern California Edison staff facilitating the valuation, field auditing, and feasibility analysis of the program. The resulting Investment Grade Audit report highlights the program details and savings potential (see attachment A). The

following proposal details Siemens' experience with street light conversion projects and street light maintenance and offers a detailed approach to our project implementation process.

Siemens has the relationships.

Through this work, our team has proven that we have the technical, financial, and contractual ability to assemble the right people and companies to implement these initiatives quickly and efficiently. Financially, our team is supported by a much larger global Siemens organization, a 170 year old company with annual revenue exceeding \$120 billion. All these factors combine to provide the City of Rialto the full confidence that the Siemens team is fully qualified to successfully perform this work.

## Qualifications

### Background

Siemens Industry, Inc, is a Delaware corporation, and began operations in November 1972. As a division of Siemens Industry, Inc, Siemens Intelligent Traffic Systems (ITS) has been providing traffic solutions since 1997. Siemens acquired Automatic Signal/Eagle Signal Corporation in 1997, Gardner Transportation Systems in 2000, and Republic ITS, a U.S. leader in traffic signal equipment installation, maintenance, and service in 2010 to enhance its presence in the intelligent traffic solutions (ITS) market in the USA. With these business acquisitions, along with our extensive dealer network, Siemens Intelligent Traffic Systems has the ability to provide a comprehensive portfolio of traffic software, hardware, and services expertise.

Siemens ITS areas of expertise are in the maintenance, testing, repair, upgrading and replacement of traffic signals, street lights, and exterior commercial lighting. Siemens ITS has a broad range of expertise and experienced personnel including: registered professional energy engineers, project managers, International Brotherhood Electrical Workers (IBEW), Journeymen Electricians/Technicians, International Municipal Signal Association (IMSA), and Certified Technicians.

The graphic is titled "Who we are and what we do: Siemens Mobility- ITS Business Portfolio" and features the Siemens logo. It displays a grid of service categories: Traffic Signal Controls, Traffic Signal Maintenance, Traffic Management, Congestion Mitigation, ITS Integration, and Streetlight Conversions. Below this grid are logos for Intersection Services, TACTICS (Advanced Transportation Management System), SCOOT, ACISLITE, Sitraffic Concert, and Energy Services. A central banner lists "Engineering and Consulting Services | Repair Services | Installation and Commissioning | Maintenance | Project Management | Operations | Value-Added Services". At the bottom, it highlights "Connected Vehicle and Connected Signal Technology" with an image of a road intersection.

Siemens has been self performing street light energy contracts since 2010, utilizing our in-house staff of 135 certified and trained technicians. As an NAESCO certified Energy Service

Provider since 1996, Siemens is one of the only ESCO's in the US to self perform. The City of Rialto would reap many of the benefits of our experience as an ESCO. The benefit is not only our expertise and accreditation, but a single point of accountability for the customer.

**Siemens Experience, Expertise, and Approach**

As mentioned above, Siemens performs all installation work with Siemens employees. The benefit of this approach is there is one company who has full responsibility for the success of the project. Our employees are fully trained on all safety requirements before they are allowed to begin work in the field, they are provided the best equipment possible including new bucket trucks for all technicians, and take pride in being part of the Siemens team in delivering on time and on budget. As one of the only Prime Contractors to self-perform large conversion projects, Siemens has deep experience and knowledge of this kind of work, and complete control over the work schedule.

**Work History**

The Siemens ITS Energy Services team is a dedicated organization within Siemens ITS who works exclusively with local agencies to assist in the development of LED street light conversion projects. To date, Siemens ITS Energy Services team has completed over \$60 million in street light conversion projects. We specialize in maintenance, and therefore have a long term view in selecting a lighting solution that will meet the cities needs over many years. Nationally, Siemens has completed:

- LED conversion of over 150,000 street lights
- Over 500,000 traffic signal LED conversions
- Over 300 street and traffic light maintenance contracts with public agencies in the US. A snapshot of our projects with 2,000 fixtures or more follows:

<b>West Coast</b>		
City	State	No. of Lights
Merced	CA	7,000
Carlsbad	CA	6,700
San Mateo	CA	3,898
Manteca	CA	2,900
Novato	CA	2,104

<b>East Coast</b>		
City	State	No. of Lights
Providence	RI	16,780
CapeLight	MA	16,089
New Bedford	MA	10,051
Manchester	NH	9,000
Newton	MA	8,440

## Local Project References



### City of Huntington Beach

Street light acquisition consulting and energy efficiency project implementation. Budget of \$1.6 Million.

Scope of work includes:

- street light acquisition and retrofit feasibility analysis and program design,
  - construction of new street light circuits and street light poles and fixtures along Olive Avenue, Walnut Avenue and 10th Street and
  - the installation of 264 LED street lights in the Shorebreak parking garage
  - Prime contractor with assistance from the following subcontractors- Northwest Edison and Horizon Underground
  - Winter 2013- Summer 2016
  - Bob Stachelski
  - 714-536-5523
  - bstachelski@surf-city-hb.org
  - Siemens key personnel:
    - Alex Valenti- Energy Engineer/Account Manager
    - Piron Vossoughi- Project Manager
    - Bryan Berlin- Project Manager
- 



### City of San Mateo

LED conversion of 3,898 cobrahead and 1,038 decorative street lights. Budget of \$3 Million.

Scope of work includes:

- installation material and labor
  - utility incentive management
  - GIS database creation and management
  - Prime contractor with assistance from Evari GIS Consulting
  - Spring 2016- Fall 2016
  - Jay Yu
  - 650-522-7323
  - jyu@cityofsanmateo.org
  - Siemens key personnel:
    - Alex Valenti- Energy Engineer/Account Manager
    - Piron Vossoughi - Project Manager
    - Richard O'Hearn - Energy Engineer
- 



### City of Ontario

Street light maintenance: budget of \$560,000.

Scope of work includes:

- Preventative maintenance for City owned street

- lights assets
      - Metal decorative and concrete marbelite pole types
      - High Pressure Sodium and LED fixtures
  - Prime contractor
  - 2012-2017
  - Pat Malloy
  - 909-395-2600
  - pmalloy@ci.ontario.ca.us
  - Siemens key personnel:
    - Mike Hutchens - Area Operations Manager
    - Candace Gallaher - Service Account Manager
      - Chris Franco - Lead Technician
- 



City of Rancho Cucamonga

Street light maintenance: budget of \$12,000.

Scope of work includes:

- Preventative maintenance for City owned street lights assets
  - Metal decorative and concrete marbelite pole types
    - High Pressure Sodium and LED fixtures
- Prime contractor
- 2012-2019
- Fred Lyn
- 909-477-2740 ext.4035
- Fred.lyn@cityofrc.us
- Siemens key personnel:
  - Mike Hutchens - Area Operations Manager
  - Candace Gallaher - Service Account Manager
  - Chris Franco - Lead Technician

## Key Staff

Siemens has assembled a world class team of internal personnel. Organizational charts are also provided, as well as resumes for the key personnel who will be involved in the project development, implementation, and completion phases in Appendix B – Resumes.

Alex Valenti, Account Manager and Sr. Energy Engineer. Alex will coordinate all project related communications with the public and provide a single point of contact for City staff. Alex has over 6 years in the energy efficiency field, developing energy efficiency lighting standards and assisting City's in developing street light projects throughout California and Arizona. Alex represents Siemens in the California Street Lights Association group which is the major advocacy group for municipalities in California. Alex is assisting many communities in Southern California to purchase utility owned street lights and develop turnkey LED conversions.

Alex will lead project relations team. He will provide the following functions:

- Provide public outreach throughout the project
- Attended City meetings
- Coordinate the development of the web based project tracking and FAQ's
- Lead team for project communications through social media, press, and print media with coordination from the City.

Piron Vossoughi, Project Manager - Mr. Vossoughi has extensive project management experience with leadership in managing successful projects from proposal development through multifaceted design, product and implementation development and qualification phases to multi-year production programs. He is experienced in managing multiple teams and subcontracts while responsible for budget, delivery and technical performance of the project. Mr. Vossoughi also excels in project risk mitigation and planning, and is currently managing the Huntington Beach street light circuit conversion.

Piron will be the head of the project management team. He will provide the following functions:

- Interface to the City for project implementation
- Daily oversight of the project – financial and implementation
- Reporting of status to city staff
- Change order management
- Ensure project schedule and budget via PM@Siemens processes
- Manages warehouse and material logistics

Michael Hutchens, Area Operations Manager - Mr. Hutchens has over 21 years of extensive experience in both the technical and construction-related aspects of the traffic signal and streetlight maintenance industry. He has served in many different capacities with increasing responsibility as he has shown himself thorough, professional and competent through the years

from field laborer to foreman, field supervisor, technical support for US Traffic Corporation, and estimating, operations management, project management, and service account management.

MR. Hutchens will provide the following functions:

- Management and scheduling of installation crews
- Coordinating installation with project manager and project plan
- Ensures EH&S standards are met

Richard O'Hearn Jr., Sr. Applications Energy Engineer and Certified Energy Manager (CEM), will lead the design team. He has a decade of roadway lighting design experience. Richard joined Siemens energy services team from Philips Lighting North America where he performed roadway lighting audits for the US Air Force and the US Department of Defense. He also designed a data collection tool that earned him a spot as a technical advisor for the US Dept. of Energy, assisting in the BEDES Beta program. Richard's extensive GIS auditing expertise was highlighted in the 2015 Street and Area Lighting Conference, where he presented information regarding GIS field auditing best practices.

Richard will be the lead technical expert for the lighting design team. He will provide the following functions:

- Energy efficient lighting design
- Energy savings and guarantees
- Utility rebate coordination
- Measurement & Verification reporting

## Project Approach

### Scope of Work Finalization



Siemens will review the Investment Grade Audit results with City staff and confirm the system design prior to beginning the LED conversion. Siemens will provide a detailed scope of work. This will incorporate the street light fixture replacement processes and all associated scope, including any optional scope identified by the City, such as Park and historic lighting. A scope of work document will be produced that contains the executable scope items, reporting documentation and a final project schedule, including implementation and completion phases.

Following the confirmation that all requirements will be met, Siemens will schedule a kickoff meeting to officially begin the phase two effort. This meeting will include Siemens' key personnel, the City of Rialto project staff, project personnel, key suppliers, and any stakeholders whose participation is required, and will promote partnering and collaboration throughout the project. The kick-off meeting will be conducted at the earliest opportunity to ensure that all parties understand the goals, objectives, time frames, contract stipulations, communications requirements and conditions involved in the implementation phase of the project.

Once all verifications have been made and the project implementation plan is agreed upon by all parties, Siemens will finalize the Utility rebate applications and initiate the procurement of the qualified luminaires.

Prior to the conversion of the street lights, Siemens will agree upon applicable traffic control requirements with the City, and obtain any necessary permits. In conjunction with this, Siemens will work closely with the City and the community to ensure that residents and businesses are aware of the work that is to be done, the schedule of work, and what the impact will be. Siemens will work closely with the City to identify areas that are impacted by tourism, schools, public gatherings, and other community activities to ensure any inconvenience to the public is minimal.

### Street Light Asset Cutover

After the street light acquisition has been approved by the CPUC and the contract to purchase these assets has been executed, Siemens will coordinate with the City and SCE on the transfer of ownership or "cutover" schedule of the assets to City ownership. The exact schedule of this cutover will depend on the final terms decided between SCE and the City. It is Siemens understanding that the cutover cost to SCE is included in the asset valuation cost, therefore no further cost from SCE shall be borne by the program.

The estimated cutover rate is 1,000-1,500 street light assets/month, which translates to duration of roughly 4 months for the cutover of the total 3,806 assets. The cutover process will consist of

SCE staff, Siemens staff and City staff participation in confirming the exact assets that are cutover and determining the point of demarcation of ownership of the system.

Siemens has designed a prototype pole tag concept that can be affixed to all pole types throughout the City. The pole tag is a thin anodized aluminum utility tag that has a 3M industrial adhesive and can be configured with many different characters. Siemens will work with the City to determine the most appropriate numbering convention to implement for the newly acquired assets.

Siemens staff will enter the new asset ID numbers in the maintenance database and provide the necessary information to SCE to complete the reassignment of the tariff rate from LS-1 to LS-2.

The City will assume the maintenance responsibility over the newly acquired street light assets once they are cutover, with contracted service to Siemens. This will be calculated on a unit cost basis dependent on the street light technology type and prorated from date of cutover. During the cutover process an asset database will be created that will incorporate the new asset ID numbers and the available asset attributes identified by Siemens during the IGA field audit. This database will allow Siemens and City staff to access asset location, attributes, maintenance related activities, as well as, allow members of the community to report outages.

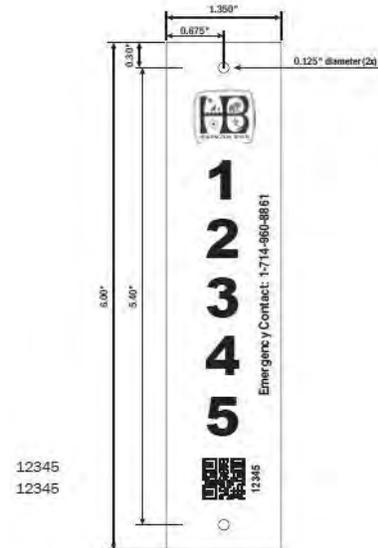


Figure 1: Sample of pole label

## LED Street Light Conversion

Siemens will provide LED street light installation services and associated LED fixture materials in conjunction with the asset cutover. By coordinating the asset cutover and the LED conversion, the City will realize the energy cost savings as soon as possible and limit any maintenance issues with the incumbent technology. As indicated by the Investment Grade Audit the following material schedule has been designed for the conversion.

STYLE	LINE ITEM	CATALOG NUMBER	WATTAGE	QTY
COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	2,098
	B	ERL1-0-04-B1-40-A-GRAY	32	1,349
	C	ERL1-0-07-C1-40-A-GRAY	67	199
	D	ERL1-0-10-C1-40-A-GRAY	90	66
	E	ERL1-H-0-13-C1-40-A-GRAY	125	3
	F	ERS2-0-19-C1-40-A-GRAY	162	1
	I	(ALREADY LED- WILL NOT CONVERT)	94	2
	J	(ALREADY LED- WILL NOT CONVERT)	103	1
	K	(ALREADY LED- WILL NOT CONVERT)	106	1
	L	(ALREADY LED- WILL NOT CONVERT)	189	4
DOUBLE COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	4
GATEWAY	G	LES - 57W443 - 840 - HWD - XXXX - UNV - 1	57	38
POST TOP	H	LES - 37W333 - 840 - HWD - XXXX - UNV - 1	37	40
GRAND TOTAL				3,806

Siemens plans to mobilize out of our local Riverside office but requests that a City owned facility be made available for material storage, if available. This will increase installation efficiency and energy cost savings to the City.

The project will require 2 technicians for the duration of the project. In addition to technicians, Siemens will also have a field supervisor, project manager, commercial project manager, project coordinator, and warehouse staff supporting the project. Siemens staff will use Microsoft Project to track the overall progress of the project and to create overview progress reports, as well as mobile technology that will track progress in real time through the use of tablets in the field.

Installation progress will be tracked on a daily basis by the project's Field Supervisor and Project Manager, and a brief status report that includes project status and any current issues will be provided to the City of Rialto on a weekly basis. Project team meetings will be held on a regular basis as determined by the City and Siemens. These meetings will include the Siemens' project management staff, Siemens' field supervisor, and City staff. In addition to progress reports, these meetings will ensure that the project is on schedule, any issues are being addressed, the work is being done safely and to the satisfaction of all stakeholders.

Quality control will be a top priority during the implementation phase of the project. The Siemens project manager and field supervisor will routinely visit the field to perform quality control and identify opportunities for improvement. Siemens staff will routinely perform internal project audits and reviews to ensure the project is being executed correctly and efficiently. In addition, Siemens project management and supervisory staff will communicate on a regular basis with City staff and City existing street light maintenance contractor in relation to any issues found in the field that require attention.

All materials removed that are able to be recycled will be recycled appropriately. Resulting hazardous waste and general refuse will be handled in accordance with all applicable regulations and best practices. To facilitate the recycling effort, Siemens is partnering with Laurel Environmental, a WBE company specializing in streetlight recycling. Laurel Environmental will supply all applicable recycling certificates. Additionally Laurel Environmental will advise Siemens of any increase in scrap values, which will be passed along to the City.

Throughout the implementation phase, GIS data will be recorded, in real time, through the use of mobile devices. This will allow for access to real-time project data for both Siemens and the City of Rialto. Part of this process will be ensuring that the GIS and GPS data is accurate and the fixtures are appropriately tagged with wattage labels in compliance with the American National Standard for Roadway Lighting Equipment, ANSI C136.15.



With agreement from the City, Siemens will provide monthly summaries of completed zones for the City's provisional acceptance. This will allow any issues that may arise to be addressed on an on-going basis rather than at the end of the project. In conjunction with this, on a monthly basis, the Siemens energy engineer will use information gathered in the monthly summaries to process rebates with utility providers and ensure that energy rates are accurately adjusted in accordance

with the project's progress. Siemens will coordinate with the utilities to ensure that any inspections are scheduled well in advance, as to not impact the project schedule or unnecessarily delay any funding.

Following the completion of the conversion, Siemens will self-audit the project, and then work with the City on final project inspection and acceptance, at which time any punchlist items will be addressed, and the warranty period will begin.

### Milestones

Siemens will utilize a milestone based approach in tracking the progress of this project, along with other key performance indicators that will represent actual progress on the project, and will demonstrate that the project is staying on track.

## Project Completion

### Completion Documentation

Following the completion of the implementation phase and City acceptance, Siemens will begin the fourth phase of the project, the Project Completion Phase. At this point Siemens will provide a comprehensive summary of the project that includes (but is not limited to) the following:

- Final GIS Data
- Summary of inventory, including fixture quantities, wattages, and installation dates
- As-built documentation (as-needed)
- As-built schedule of the project and a comparison of the actual installation vs. the scheduled baseline.
- A summary of any scope changes that occurred
- A statement of Siemens warranty details with contacts and procedures
- A statement of manufacturers' warranties with contacts and procedures
- Final energy calculations
- Summary of rebates, incentives and rate changes
- Recommendations for maintenance and cleaning schedules

Siemens will prepare and submit the final rebate documentation to the utility. In addition, Siemens will verify that the billing rate change has been submitted and accepted, and that the utility billing is correct. As Siemens foresees this as an on-going process throughout the implementation phase, the project completion phase will consist of confirming prior implementation phases and finalizing the last installation phase.

Once the rebate is secured, the billing is verified then a final project closeout report will be generated. This will consist of a complete inventory database of the installed system with GIS locations and all attributes of the LED street light system. Furthermore, this report will also include the final results of the rebate allocation, the energy savings to date and the final estimated energy savings for future years, summarizing the final results of the project.

When the Audit and Conversion process has been completed, the city will receive a Geodatabase containing a complete Inventory of all the Street lights within the city. This data will open many opportunities for integration into the city's existing GIS system. For example:

- Integration into a CMMS or other work order management system to track and issue work-orders or fix failures
- Assisting with City Planning related to lighting, such as identifying areas which may require lighting, report on various decorative issues using provided templates.

Assets can be added to existing enterprise GIS systems such as ArcServer or ArcGIS online webmap, or internal websites.

## Warranty



Siemens offers a 12 month warranty on all materials and workmanship performed by Siemens. Further Siemens will pass through to the City all Manufacturers' Warranties. The warranty phase shall begin for each fixture upon installation completion. The manufacturer offers a ten (10) year warranty on all LED light fixtures. Labor to replace any inoperable, defective or otherwise non-performing fixtures will be covered in our comprehensive maintenance plan, which is detailed in the section below for years 1-10. Should the City not elect to purchase a maintenance plan from Siemens, the labor to replace defective, inoperable or otherwise non-performing fixtures will not be covered and would be billed separately to the City by Siemens.

## Fee Proposal

Siemens offers the following price for the proposed goods and services outlined in this proposal.

Base Scope: Price for the asset cutover, asset labeling and LED street light conversion labor and materials of the street light fixtures to be acquired from Southern California by the City: \$1,580,256.49.

*In recognition of the partnership between Siemens and the City of Rialto over the past two years, Siemens will offer a onetime discount of \$160,026.00, if a sole source contract is signed between both parties prior to November 30, 2016.*

This would make the total base scope price: \$ 1,420,230.49.

Optional Scope: Price for the asset labeling and LED street light conversion labor and materials of the street light fixtures currently owned by the City: \$79,060.66.

Total Fee Proposal (inclusive of base scope discount): \$1,499,291.15.

*Price is inclusive of cutover activities and LED conversion. This includes pole labels and associated labor, GE Evolve series LED fixtures, photocell control node, and associated installation labor and equipment. As a valued partner to the City of Rialto Siemens offers the following discounted pricing if contract is signed prior to November 30, 2016. This offer is extended for the services described, inclusive of the GE Evolve series LED material.*

## Terms and Conditions

Siemens submits this proposal with the agreed upon Terms and Conditions negotiated with the City.

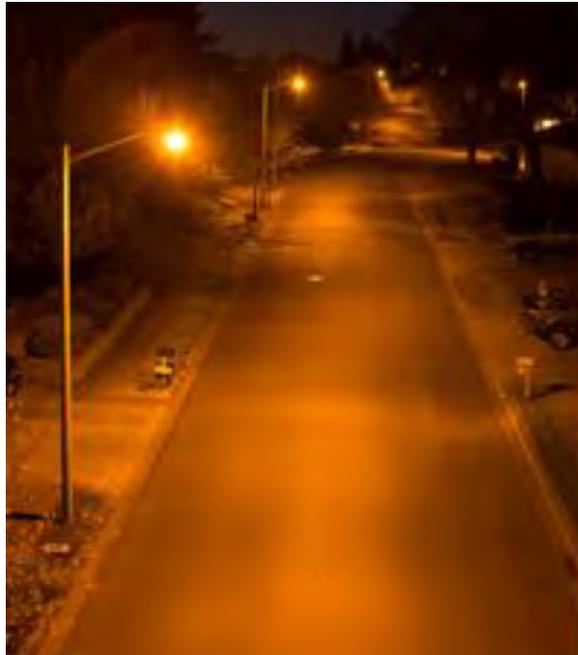
## Validity

This proposal and the associated pricing is valid for 90 days unless stated otherwise in this document.

## Attachments

# 2016

## CITY of RIALTO, CA



Richard James O'Hearn Jr.

Siemens Mobility

6/15/2016

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## **SIEMENS**

The Siemens Intelligent Traffic Systems (ITS) Energy Services team is a dedicated organization within Siemens ITS who works exclusively with local agencies to assist in the development of LED street light conversion projects. To date, Siemens ITS Energy Services team has completed over \$60 million in street light conversion projects. We specialize in maintenance, and therefore have a long term view in selecting high quality lighting solutions that will meet the cities needs over many years. Nationally, Siemens has completed:

- LED conversion of over 150,000 street lights
- Over 500,000 traffic signal LED conversions
- Over 300 street and traffic light maintenance contracts with public agencies in the US

## INTRODUCTION

The following Investment Grade Audit provides the City of Rialto the results of a system wide analysis of the Southern California Edison (SCE) owned LS-1 street light system. Siemens ITS staff and field audit subcontractor Evari GIS Consulting completed a pole-by-pole field check of the street lights in the City. The data collected was then compiled into a database, compared to the SCE billing data, and the anticipated acquisition and LED conversion cost savings was calculated.

The City of Rialto has the opportunity to purchase approximately 3,800 street light assets from SCE. By purchasing the street light assets, converting them to LED technology and maintaining the system, the City can anticipate an annual cost savings of **\$360,051**.

## SCOPE OF WORK

### AUDIT

The first step was obtaining GIS data by the utility Southern California Edison (SCE) who currently owns the existing system. By integrating it into a GIS platform, Siemens conducted a data collection phase in which field personnel went to every location provided in the system to confirm or correct the data, which would then be used to establish a baseline of costs and benefits with regards to the customer purchasing, maintaining, and converting the entire system to LEDs.

### ANALYSIS

The following pages are a detailed analysis conducted under the objective of identifying any and all benefits for the City of Rialto to purchase & maintain their existing street light system. Upon review of the data collected in the field during the audit, it has been determined that the City of Rialto, CA would benefit from a 3-step process, ending in the owning and operating of an LED street light system:

1. Utility Bill Corrections – while minor in comparison, there were a few discrepancies that were identified:
  - a. A total of (5) items were found to not actually exist in the field that the City is still paying for, and
  - b. (206) total fixtures were found to be of different wattages than what the utility had on record. Impacts of correcting these discrepancies will have a positive and negative impact on the customers utility bill, however the net result is positive, however small.
2. System Purchase – the customer should purchase the existing system under an adjusted cost based on the added age of the assets since its last valuation and the discrepancies discussed. The customer should also identify a method for maintaining a street light system before taking ownership, which – as mentioned below – would be to either perform the maintenance “in-house” or hire a 3<sup>rd</sup> party contractor.
3. System Conversion – once the customer owns their street lights, they should move forward with a conversion to more energy efficient LEDs. This will drastically reduce the cost to operate and maintain the street light system, while providing equal or improved light levels based on the perceived lumens of both systems.

## UTILITY BILL ANALYSIS

Unmetered street lights that fall under the territory of Southern California Edison (SCE) that are included in this report, there exists two tariff rates that are dependent upon ownership of the street lights (assets). The street light tariffs have two components that make up the costs associated with operating and maintaining the streetlights. The energy costs are based on the total kWh of a system, and the facility charges (also known as "Service Charges") are based on the wattage and lamp of each fixture, and are applied on a monthly basis.

### LS-1: Company Owned Assets

Applicable to service for the lighting of streets, highways, and publicly-owned and publicly-operated automobile parking lots which are open to the general public where SCE owns and maintains the street lighting equipment and associated facilities under this schedule.

#### LS-1 COSTS

	Delivery Service								Generation		
	Trans	Distribution	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG	DWREC	Total
LS-1 All Night Service	0.00831	0.00981	0.00199	-0.00085	0.01098	0.00539	0.00033	0.03596	0.03584	-0.00022	0.03562

Cost / Lamp / Month	
HPS	
50 Watt	8.87
70 Watt	8.81
100 Watt	8.81
150 Watt	9.31
200 Watt	9.75
250 Watt	9.61
310 Watt	9.80
400 Watt	9.68
LED	
50 WattEquivalent	9.43
70 WattEquivalent	9.61
100 WattEquivalent	9.75
150 WattEquivalent	10.44
200 WattEquivalent	11.30
250 WattEquivalent	12.93
400 WattEquivalent	13.75

**TOTAL ENERGY CHARGES: 0.07158**

### LS-2 b: Customer Owned Assets

Applicable to unmetered service for the lighting of streets, highways, other public thoroughfares, and publicly-owned and publicly-operated automobile parking lots, which are open to the general public, where the customer owns the street lighting equipment including, but not limited to, the pole, mast arm, luminaire and lamp, and all connecting cable in a street light system.

#### LS-2 b COSTS

	Delivery Service								Generation		
	Trans	Distribution	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG	DWREC	Total
LS-2 All Night Service	0.00831	0.00981	0.00199	-0.00085	0.01098	0.00539	0.00033	0.03596	0.03584	-0.00022	0.03562

Cost / Lamp / Month	
ALL LAMPS	\$2.47

**TOTAL ENERGY CHARGES: 0.07158**

## **TARIFF RATE CHANGES**

It should be noted that all calculated costs stated in this report are based on the existing tariffs and their cost structures. Any changes to the LS-1 and LS-2 B tariffs and associated rates will result in changes to the calculated values.

Both the LS-1 and LS-2 B tariffs are included in Attachment A for the customers' review.

## EXISTING LIGHTING SYSTEM

In reference to Attachment B which was a valuation provided by SCE for purchase of an existing inventory, a total asset count of 3,813 assets is stated. However, the data provided by the utility for the data collection stage in the field only listed a total of 3,811 assets. It is assumed that the missing (2) data points had been removed between the date of the valuation and the date of the data delivery. Furthermore, it is unknown what the missing data points were, with regards to wattage and lamp type.

## STYLES, QTY, WATTAGES, and OTHER TECHNOLOGY

**TABLE 2.1 – DATA DELIVERED QUANTITIES**

POLE MATERIAL	SCE WATTAGE & LAMP	QTY
CONCRETE	50 HPS	2
	70 HPS	1770
	100 HPS	1189
	150 HPS	210
	200 HPS	52
	250 HPS	1
METAL	70 HPS	190
	100 HPS	42
	150 HPS	5
WOOD	100 HPS	150
	150 HPS	24
	200 HPS	13
	250 HPS	1
	70 HPS	162
<b>GRAND TOTAL</b>		<b>3811</b>

## EXISTING BASELINE

The existing system is currently being billed under the LS-1 tariff rate, with the quantities and types shown in table 2.1 above. Establishing an existing system baseline is important for identifying billing changes that would occur under billing corrections, asset purchases, and conversions.

Under the SL-1 tariff rate, annual baseline costs for the existing system are shown in table 2.2 below:

**TABLE 2.2 – EXISTING SYSTEM BASELINE**

	ANNUAL KWH	ANNUAL ENERGY COSTS	ANNUAL FACILITY COST	TOTAL ANNUAL OPERATING COSTS
RIALTO, CA	1,656,684	\$118,585	\$404,663	\$523,248
<b>GRAND TOTAL</b>	<b>1,656,684</b>	<b>\$118,585</b>	<b>\$404,663</b>	<b>\$523,248</b>

During the data collection stage, the data provided by SCE was used for verification of asset location. It has been determined that an additional (5) assets that had GIS data assigned to them were in fact not in the field. Table 2.3

below shows the pole material, wattage, and lamp type for these missing assets. These assets should be removed from the current billing system, unless the customer wishes to have them reinstalled.

**TABLE 2.3 – ASSETS NOT FOUND IN FIELD**

POLE MATERIAL	SCE WATTAGE & LAMP	QTY
CONCRETE	70 HPS	2
	100 HPS	1
METAL	70 HPS	1
	100 HPS	1
<b>GRAND TOTAL</b>		<b>5</b>

In addition to missing assets, there were instances where the observed wattages and lamp types did not match the existing SCE data, thus not matching the existing billed system. Table 2.4 shows the wattage and lamp type variances found during the data collection phase:

**TABLE 2.4 – WATTAGE & LAMP VARIANCES**

POLE MATERIAL	OBSERVED WATTAGE & LAMP	SCE WATTAGE & LAMP						ADDITIONS
		50 HPS	70 HPS	100 HPS	150 HPS	200 HPS	250 HPS	
CONCRETE	70 HPS	2		86	2	2		92
	100 HPS		62		8	6		76
	150 HPS		3	10				13
	200 HPS		2	3	5			10
	250 HPS			1				1
	400 HPS					1		1
	94 LED			2				2
	103 LED		1					1
	106 LED		1					1
	189 LED		1	3				4
<b>CONCRETE SUBTRACTACTIONS</b>		<b>2</b>	<b>70</b>	<b>105</b>	<b>15</b>	<b>9</b>	<b>0</b>	<b>201</b>
METAL	70 HPS			3				3
	100 HPS		2					2
	150 HPS							0
<b>METAL SUBTRACTACTIONS</b>		<b>0</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b>GRAND TOTAL</b>		<b>2</b>	<b>72</b>	<b>108</b>	<b>15</b>	<b>9</b>	<b>0</b>	<b>206</b>

The primary approach for converting to LEDs is a one-for-one energy conservation measure (ECM) under the assumption that the customer is generally satisfied with the existing lit environment. While billing accuracy is important for the customer even with a High Intensity Discharge (HID) lighting system, the main reason for identifying inaccuracies between book values and field values with respect to wattage and lamp type is for the design of the LED system, which is best done by trying to achieve a lit environment that is equal to the existing one. Thus a field value in this regard supersedes ledger values.

**TABLE 2.5 – FINAL SCOPE QUANTITIES**

<b>POLE MATERIAL</b>	<b>WATTAGE &amp; LAMP</b>	<b>QTY</b>
CONCRETE	70 HPS	1790
	100 HPS	1159
	150 HPS	208
	200 HPS	53
	250 HPS	2
	400 HPS	1
	94 LED	2
	103 LED	1
	106 LED	1
	189 LED	4
METAL	70 HPS	190
	100 HPS	40
	150 HPS	5
WOOD	100 HPS	150
	150 HPS	24
	200 HPS	13
	250 HPS	1
	70 HPS	162
<b>GRAND TOTAL</b>		<b>3806</b>

The existing system can also be broken down by style, which is not considered material for the energy and service charges, however for a light source conversion style will need to be recognized in order to assure that all fixtures are replaced with their LED counterparts. Table 2.6 below breaks the assets down by style:

**TABLE 2.6 – EXISTING SYSTEM BY STYLE**

<b>STYLE</b>	<b>QTY</b>
COBRAHEAD	3724
DOUBLECOBRAHEAD	4
GATEWAY	38
POSTTOP	40
<b>GRAND TOTAL</b>	<b>3806</b>

In order to fully understand the benefits of street light ownership and conversion, a baseline based on the established existing system needs to be provided, as is in Table 2.7 below:

**TABLE 2.7 – BASELINE ENERGY CONSUMPTION AND COSTS**

	<b>ANNUAL KWH</b>	<b>ANNUAL ENERGY COST</b>	<b>ANNUAL SERVICE CHARGES</b>	<b>ANNUAL OPERATING COSTS</b>
RIALTO, CA	1,658,327	\$118,703	\$405,087	\$523,790
<b>GRAND TOTAL</b>	<b>1,658,327</b>	<b>\$118,703</b>	<b>\$405,087</b>	<b>\$523,790</b>

## SYSTEM CORRECTIONS

Siemens recommends that the utility be notified of all billing adjustments in an attempt to reach 100% billing accuracy. This includes discussing the assets that were not found in the field during the data collection phase, as well as the wattage and lamp variances identified in Table 2.4.

Once the system corrections have been recognized by the utility, the customer can expect to see a minor adjustment to system costs as that shown in Table 3.1 below:

**TABLE 3.1 – CORRECTED SYSTEM ANNUAL COST SAVINGS**

	<b>ANNUAL ENERGY COST SAVINGS</b>	<b>ANNUAL SERVICE CHARGE SAVINGS</b>	<b>ANNUAL OPERATING COST SAVINGS</b>
CITY OF RIALTO, CA	\$ 118	\$ 424	\$ 541
<b>GRAND TOTAL</b>	<b>\$ 118</b>	<b>\$ 424</b>	<b>\$ 541</b>

## SYSTEM PURCHASE

Customers who purchase street lighting equipment from their utility can typically incur savings that are attributed to the maintenance – or in this case the “service charge” – of their lighting equipment. Under this scenario, the customer is responsible for the maintenance of the lighting system, which can be done either by their own maintenance department or by hiring a 3<sup>rd</sup> party to maintain the system at a lesser cost than what the utility cost was. Because these new costs have not been established yet, Siemens takes a conservative approach to estimating the cost/fixture/month, which is derived from historical data from Siemens’ own street light maintenance group.

Because energy consumption will not have changed, these costs are not affected by the purchase of the system.

Table 3.2 below shows the new anticipated savings the customer will see, based on the corrected ledger and after assuming ownership of the existing system, which will place the new assets on the SCE LS-2 B tariff rate:

**TABLE 3.2 – EXISTING SYSTEM SAVINGS UNDER LS-2 TARIFF**

	<b>ANNUAL ENERGY COST SAVINGS</b>	<b>ANNUAL SERVICE COST SAVINGS</b>	<b>ANNUAL OPERATING COST SAVINGS</b>
CITY OF RIALTO, CA	\$0	\$291,853	\$291,853
<b>GRAND TOTAL</b>	<b>\$0</b>	<b>\$291,853</b>	<b>\$291,853</b>

Once the customer purchases their existing system, they will be required to maintain the street lights on their own, which can be done either through a in-house approach in which the customer has their own street light maintenance system, or by hiring a 3<sup>rd</sup> party maintenance contractor like Siemens to manage the system. Siemens’ historical data

shows that a traditional HID system incurs approximately \$12/fixture/year on average, while an LED system is \$4/fixture/year. Service cost savings includes routine maintenance costs only. Any structural damage to poles or associated wiring is not included in the cost savings calculation.

In all, once the customer takes ownership they can expect to offset the annual operating savings shown in Table 3.2 above by approximately \$45,000 per year, **bringing the net annual operating cost savings for correcting the existing inventory and taking ownership to \$246,722.**

## SYSTEM CONVERSION

Customer who own the community street lighting system – or portions of it – are permitted to convert the street lights to technologies that are recognized by the LS-2 customer ownership tariff rate, whether it is to improve lighting quality, energy consumption, or any other reason. LED street lighting technology is recognized by the SCE LS-2 tariff, which is why many customers are converting their street lights to LEDs as it provides both a better lit environment and improved energy consumption.

## HIGH PRESSURE SODIUM (HPS) TECHNOLOGY

The most common technology found to make up existing systems is that of a High Pressure Sodium (HPS) light source. HPS is a form of gas-discharge technology that uses an excited state to produce light. With a typical efficacy of 100 lumens per watt<sup>1</sup> (lm/w) as-well-as their relatively low operational costs, HPS lamps were historically considered a good light source for outdoor applications. However, due to their poor Color Rendering Index (CRI) value of approximately 20 CRI, HPS technology is quite limited. With an average life of approximately 12,000 – 24,000 operational hours, HPS lamps require replacement every three to six years; the ballasts need to be replaced every seven years and the entire fixture every ten years.

## LIGHT EMITTING DIODE (LED) TECHNOLOGY

Light Emitting Diode (LED) technology is a form of solid state lighting that is a two-lead semiconductor light source, which utilizes a p-n junction<sup>2</sup> diode that emits a light when activated. Over the last several years, LEDs have met and exceeded the efficacy of HPS systems, with efficacy values for street lights in the vicinity of 100 lm/w, and some – mainly those found in cobra head style luminaires – achieving over 120 lm/w, thus making them a solid-state equivalent light source for a multitude of applications, including roadway lighting. Unlike their HPS counterparts, LEDs have a higher CRI, with values exceeding 80 CRI, which improves the quality of the light for Mesopic vision<sup>3</sup> applications. LED fixtures have an expected service life of over 100,000 hours (approximately 24 years) which is 3-to-6 times longer than the expected lifetime of the incumbent HPS technology.

## BENEFITS OF LED OVER HPS

While efficacy and CRI are not the only metrics for comparing LEDs to Sodium lamp sources, it is a good start when looking at the quantitative and qualitative benefits that LEDs have over their HPS equivalents. In addition to improved efficacy values, the electromagnetic-spectrum range that LED light sources fall unto has an improved impact on the lumens perceived by the human eye, making the lumen-for-lumen measurement between and LED and HPS light sources a scaled comparison, which favors LED technology's affect on outdoor applications. Due to the exceptional operational life, when compared to HPS technology, LEDs are less expensive to both operate and maintain. With their higher efficacy and improved perceived lumen output, LEDs are able to operate using less energy, for a longer period of time. Furthermore, LEDs have historically been guided by Moore's Law, with their exponential growth in efficacy having an inverse relationship to their costs.

Because the characteristics of an LED light source outshine those of an HPS lamp, the Light Emitting Diode (LED) has become the primary light source for cities and municipalities with respect to roadway and outdoor area lighting applications.

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<sup>1</sup> When measured for Photopic lighting conditions

<sup>2</sup> A boundary or interface between two types of semiconductor material, p-type and n-type, inside a single crystal of semiconductor

<sup>3</sup> Light levels range from luminances of approximately 0.001 to 3 cd m<sup>-2</sup>

## PROPOSED SYSTEM FIXTURE SELECTION

Siemens is an expert with both the quantitative and the qualitative benefits of converting from an HID street lighting system to an LED street lighting system. The improvements to the quality of light are founded on the fact that the system operates in a Mesopic environment<sup>4</sup>, and that each lamp type (HPS, MH, MV, and LED) provides light that is perceived differently by the human eye.

Under the conditions present in a roadway lighting system, the LED solution can have an initial lumen output from the fixture that is less than that of its HID counterpart, and still produce the same perceived environment depending on the Scotopic/Photopic (S/P)

ratio, which is a correction factor determined by the spectrum of the light source, as recognized by the industry.



The Siemens' fixture selection approach is based on the perceived lumen methods, created by the Lawrence Berkley National Laboratory in July 1995<sup>5</sup>. This approach has allowed Siemens to maximize energy savings for customers without sacrificing the quality of the lit environment. While energy savings is a driving factor for a system conversion, Siemens believes that a properly lit environment is as equally important as the energy & cost savings LED brings to the customer.

We specialize in maintenance, so we gravitate toward lighting fixtures that are well-designed and provide the longest proven maintenance-free service. We have extensive experience in assisting in the selection of appropriate fixtures, performing test installations, light level studies, and helping our customers promote the financial and environmental benefits of the initiative. Our objective is to provide both vendor neutral and objective information to the City, enabling informed decisions at each project phase.

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<sup>4</sup> Luminance Levels ranging from 0.005 cd/m<sup>2</sup> – 5 cd/m<sup>2</sup>

<sup>5</sup> Reengineering of Lighting Photometry, S.M. Berman, LBNL-42327-L-213

## RECOMMENDED FIXTURES FOR THE CITY OF RIALTO, CA

For the majority of the fixtures, Siemens selected the GE Evolve series fixture to replace all cobra head style fixtures that are still utilizing HID technologies. The Evolve is optimized for customers requiring a LED solution for local, collector and major roadways. Its unique reflective optics is designed to optimize application efficiency and minimize glare while the modern design incorporates the heat sink directly into the unit for heat transfer, thus prolonging LED life. This reliable unit has a 100,000 hour design life, significantly reducing maintenance needs and expenses over the life of the fixture. This efficient solution lowers energy consumption compared to traditional HID fixture for additional operating cost savings.

In conducting the audit, it was also discovered that some of the street lights are of decorative nature in two different styles: gateway and post top. For these fixtures, Siemens selected the EYE Lighting LEDioc retrofit system, which is a decorative retrofit kit – NOT a replacement lamp – that can be specifically designed around the existing luminaire, to provide a 10 year warranty with a DLC listed product, available in 3000K, 4000K, or 5000K CCT. The LED retrofit kit includes a separate LED light source, LED driver and transient immunity device (TID). All three components are individually replaceable. The LED retrofit kit is capable of field adjusting the light center length of the LED light source to match the photometric light center length of the original luminaire, making it easier to match the existing lit environment.

For further details on both GE and EYE Lighting specified products, see Attachment C.

## PROPOSED SYSTEM WATTAGES & TECHNOLOGY

STYLE	LINE ITEM	CATALOG NUMBER	WATTAGE	QTY
COBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	2,098
	B	ERL1-0-04-B1-40-A-GRAY	32	1,349
	C	ERL1-0-07-C1-40-A-GRAY	67	199
	D	ERL1-0-10-C1-40-A-GRAY	90	66
	E	ERL1-H-0-13-C1-40-A-GRAY	125	3
	F	ERS2-0-19-C1-40-A-GRAY	162	1
	I	(ALREADY LED)	94	2
	J	(ALREADY LED)	103	1
	K	(ALREADY LED)	106	1
	L	(ALREADY LED)	189	4
DOUBLECOBRAHEAD	A	ERL1-0-03-B1-40-A-GRAY	25	4
GATEWAY	G	LES - 57W443 - 840 - HWD - XXXX - UNV - 1*	57	38
POST TOP	H	LES - 37W333 - 840 - HWD - XXXX - UNV - 1*	37	40
<b>GRAND TOTAL</b>				<b>3,806</b>

With a 70% reduction in energy consumption, the proposed system has a significantly lower operating cost than traditional HID systems, by comparison. As shown in Table 4.1 below, the total costs of the existing system are lower by a large margin than those in Table 2.7 above:

**TABLE 4.1: PROPOSED SYSTEM ANNUAL COSTS**

	TOTAL ENERGY COSTS	TOTAL SERVICE COST	TOTAL OPERATING COSTS <sup>6</sup>
CITY OF RIALTO, CA	\$35,641	\$112,810	\$163,675
<b>GRAND TOTAL</b>	<b>\$35,641</b>	<b>\$112,810</b>	<b>\$163,675</b>

**ENERGY CONSUMPTION and COST SAVINGS**

Upon the completion of the (3) steps defined:

1. Utility bill correction
2. System ownership
3. LED conversion

The City of Rialto would see a net benefit of a 70% reduction in energy consumption (kWh) and a net reduction of over 80% in operating costs associated with streetlight systems, as shown in Tables 4.2 and 4.3 below:

**TABLE 4.2: ANNUAL ENERGY SAVINGS (kWh)**

	EXISTING: KWH	PROPOSED: KWH	ENERGY SAVINGS (KWH)	
CITY OF RIALTO, CA	1,656,684	497,916	1,158,768	70%
<b>GRAND TOTAL</b>	<b>1,656,684</b>	<b>497,916</b>	<b>1,158,768</b>	<b>70%</b>

**TABLE 4.3: ANNUAL COST SAVINGS**

	ENERGY SAVINGS (KWH)	ENERGY COST SAVINGS	SERVICE COST SAVINGS	OPERATING COST SAVINGS <sup>6</sup>
CITY OF RIALTO, CA	1,158,768	\$83,062	\$292,278	\$360,116
<b>GRAND TOTAL</b>	<b>1,158,768</b>	<b>\$83,062</b>	<b>\$292,278</b>	<b>\$360,116</b>

<sup>6</sup> Includes \$4/fixture/yr in maintenance costs

## ATTACHMENT A - STREET LIGHT TARIFFS



Southern California Edison  
 Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 58336-E  
 Cancelling Revised Cal. PUC Sheet No. 57886-E

Schedule LS-1  
LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 1

APPLICABILITY

Applicable to service for the lighting of streets, highways, and publicly-owned and publicly-operated automobile parking lots which are open to the general public where SCE owns and maintains the street lighting equipment and associated facilities included under this Schedule.

TERRITORY

Within the entire territory served.

RATES

	Delivery Service							Generation		
	Trans*	Distribn*	NSGC*	NDC*	PPPC*	DWRBC*	PUCRF*	Total*	UG***	DWREC**
Energy Charge* - \$/kWh/Lamp/Month										
All Night Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)
Midnight Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)
All Night/Midnight Service Charge										
Incandescent Lamps** - \$/Lamp/Month										
103 Watt		9.53						9.53		
202 Watt		9.48						9.48		
327 Watt		9.48						9.48		
Mercury Vapor Lamps** - \$/Lamp/Month										
100 Watt		8.87						8.87		
175 Watt		8.81						8.81		
250 Watt		9.29						9.29		
400 Watt		9.75						9.75		
700 Watt		9.68						9.68		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month										
50 Watt		8.87						8.87		
70 Watt		8.81						8.81		
100 Watt		8.81						8.81		
150 Watt		9.31						9.31		
200 Watt		9.75						9.75		
250 Watt		9.61						9.61		
310 Watt		9.80						9.80		
400 Watt		9.68						9.68		

(Continued)

(To be inserted by utility)  
 Advice 3319-E-A  
 Decision \_\_\_\_\_

Issued by  
R.O. Nichols  
 Senior Vice President

(To be inserted by Cal. PUC)  
 Date Filed Dec 23, 2015  
 Effective Jan 1, 2016  
 Resolution \_\_\_\_\_



Southern California Edison  
Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 58337-E  
Cancelling Revised Cal. PUC Sheet No. 57613-E

Schedule LS-1 Sheet 2  
LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE  
COMPANY-OWNED SYSTEM  
 (Continued)

RATES (Continued)

	Delivery Service							Generation		
	Trans	Distrbtn	NSGC	NDC	PPPC	DWRBC	PUCRF	Total	UG***	DWREC
Low Pressure Sodium Vapor Lamps - \$/Lamp/Month										
35 Watt		11.39						11.39		
55 Watt		11.39						11.39		
90 Watt		11.92						11.92		
135 Watt		11.80						11.80		
180 Watt		12.36						12.36		
Metal Halide Lamps - \$/Lamp/Month										
100 Watt		9.59						9.59		
150 Watt		9.40						9.40		
175 Watt		10.00						10.00		
250 Watt		10.17						10.17		
400 Watt		9.94						9.94		
Light Emitting Diode (LED) Lamps - \$/Lamp/Month (High Pressure Sodium Vapor Recommended Lamps)										
50 Watt		9.43						9.43		
70 Watt		9.61						9.61		
100 Watt		9.75						9.75		
150 Watt		10.44						10.44		
200 Watt		11.30						11.30		
250 Watt		12.93						12.93		
400 Watt		13.75						13.75		
Tap Device Annual Charge - \$/Device		14.13						14.13		

- \* The kilowatthours used to determine the Energy Charge for the lamp types and sizes served under this Schedule are shown in the Special Conditions section, below.
- \*\* Closed to new installations.
- \*\*\* The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the URG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved. The TOTCA represents the Transmission Revenue Balancing Account Adjustment (TRBAA) of \$(0.00036) per kWh, Reliability Services (R) Balancing Account Adjustment (RSBAA) of \$0.00003 per kWh, and Transmission Access Charge Balancing Account Adjustment (I) (TACBAA) of \$0.00127 per kWh.
- 2 Distrbtn = Distribution
- 3 NSGC = New System Generation Charge
- 4 NDC = Nuclear Decommissioning Charge
- 5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)
- 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
- 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
- 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
- 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
- 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)  
 Advice 3319-E-A  
 Decision \_\_\_\_\_

Issued by  
R.O. Nichols  
 Senior Vice President

(To be inserted by Cal. PUC)  
 Date Filed Dec 23, 2015  
 Effective Jan 1, 2016  
 Resolution \_\_\_\_\_

Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 3

(Continued)

SPECIAL CONDITIONS

1. Kilowatthours for Lamp Type and Size: The kilowatthours for the lamp types and sizes served under this Schedule used to determine the Energy Charge are shown below:

Lamp Wattage	Average Initial Lumens	kWh Per Lamp Per Month*	
		A All Night Service	B Midnight Service
<u>Incandescent Lamps**</u>			
103	1,000	35.535	18.633
202	2,500	69.690	36.542
327	4,000	112.815	59.154
448	6,000	154.560	81.043
<u>Mercury Vapor Lamps**</u>			
100	4,000	45.195	23.698
175	7,900	74.520	39.074
250	12,000	103.845	54.451
400	21,000	163.530	85.747
700	41,000	277.035	145.263
1,000	55,000	391.575	205.322
<u>High Pressure Sodium Vapor Lamps</u>			
50	4,000	20.010	10.492
70	5,800	28.635	15.015
100	9,500	40.365	21.165
150	16,000	66.585	34.914
200	22,000	84.870	44.501
250	27,500	107.985	56.622
310	37,000	132.135	69.285
400	50,000	167.325	87.737
<u>Low Pressure Sodium Vapor Lamps</u>			
35	4,800	21.735	11.397
55	8,000	28.980	15.196
90	13,500	45.195	23.698
135	22,500	62.790	32.924
180	33,000	79.005	41.426
<u>Metal Halide Lamps</u>			
70	5,500	32.430	16.998
100	8,500	44.505	23.328
150	12,000	61.410	32.188
175	12,000	74.175	38.879
250	19,500	101.775	53.346
400	32,000	158.010	82.822
1,000	100,000	372.600	195.300
1,500	150,000	553.725	290.238

\* When an account has more than one lamp, the total kWh will be the kWh per month lamp rating to three decimal places multiplied by the number of lamps.

\*\* Closed to new installations.

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(To be inserted by utility)  
Advice 2629-E  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Sep 15, 2011  
Effective Oct 15, 2011  
Resolution \_\_\_\_\_



Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 4

(T)

(Continued)

SPECIAL CONDITIONS (Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps

Lamp Watts Including Driver Loss***	Lamps Watts Including Driver Loss Mid-Point Range****	kWh per Lamp per Month Multiple Service kWh*****	
		All Night	Midnight
0-5	2.50	0.9	0.5
5.01-10	7.50	2.6	1.4
10.01-15	12.50	4.3	2.3
15.01-20	17.50	6.0	3.2
20.01-25	22.50	7.8	4.1
25.01-30	27.50	9.5	5.0
30.01-35	32.50	11.2	5.9
35.01-40	37.50	12.9	6.8
40.01-45	42.50	14.7	7.7
45.01-50	47.50	16.4	8.6
50.01-55	52.50	18.1	9.5
55.01-60	57.50	19.8	10.4
60.01-65	62.50	21.6	11.3
65.01-70	67.50	23.3	12.2
70.01-75	72.50	25.0	13.1
75.01-80	77.50	26.7	14.0
80.01-85	82.50	28.5	14.9
85.01-90	87.50	30.2	15.8
90.01-95	92.50	31.9	16.7
95.01-100	97.50	33.6	17.6
100.01-105	102.50	35.4	18.5
105.01-110	107.50	37.1	19.4
110.01-115	112.50	38.8	20.3
115.01-120	117.50	40.5	21.2
120.01-125	122.50	42.3	22.2
125.01-130	127.50	44.0	23.1
130.01-135	132.50	45.7	24.0
135.01-140	137.50	47.4	24.9
140.01-145	142.50	49.2	25.8
145.01-150	147.50	50.9	26.7
150.01-155	152.50	52.6	27.6
155.01-160	157.50	54.3	28.5
160.01-165	162.50	56.1	29.4
165.01-170	167.50	57.8	30.3
170.01-175	172.50	59.5	31.2

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(To be inserted by utility)  
 Advice 2591-E  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Jun 10, 2011  
 Effective Jul 10, 2011  
 Resolution \_\_\_\_\_



Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 5

(T)

(Continued)

SPECIAL CONDITIONS (Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps

<u>Lamp Watts</u> <u>Including Driver Loss***</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range****</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh*****</u>	
		<u>All Night</u>	<u>Midnight</u>
175.01-180	177.50	61.2	32.1
180.01-185	182.50	63.0	33.0
185.01-190	187.50	64.7	33.9
190.01-195	192.50	66.4	34.8
195.01-200	197.50	68.1	35.7
200.01-205	202.50	69.9	36.6
205.01-210	207.50	71.6	37.5
210.01-215	212.50	73.3	38.4
215.01-220	217.50	75.0	39.3
220.01-225	222.50	76.8	40.2
225.01-230	227.50	78.5	41.1
230.01-235	232.50	80.2	42.0
235.01-240	237.50	81.9	42.9
240.01-245	242.50	83.7	43.9
245.01-250	247.50	85.4	44.8
250.01-255	252.50	87.1	45.7
255.01-260	257.50	88.8	46.6
260.01-265	262.50	90.6	47.5
265.01-270	267.50	92.3	48.4
270.01-275	272.50	94.0	49.3
275.01-280	277.50	95.7	50.2
280.01-285	282.50	97.5	51.1
285.01-290	287.50	99.2	52.0
290.01-295	292.50	100.9	52.9
295.01-300	297.50	102.6	53.8
300.01-305	302.50	104.4	54.7
305.01-310	307.50	106.1	55.6
310.01-315	312.50	107.8	56.5
315.01-320	317.50	109.5	57.4
320.01-325	322.50	111.3	58.3
325.01-330	327.50	113.0	59.2
330.01-335	332.50	114.7	60.1
335.01-340	337.50	116.4	61.0
340.01-345	342.50	118.2	61.9
345.01-350	347.50	119.9	62.8
350.01-355	352.50	121.6	63.7

(Continued)

(To be inserted by utility)  
 Advice 2591-E  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Jun 10, 2011  
 Effective Jul 10, 2011  
 Resolution \_\_\_\_\_



Schedule LS-1  
 LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
 COMPANY-OWNED SYSTEM

Sheet 6

(Continued)

1. Kilowatthours For Lamp Type and Size: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

Lamp Watts Including Driver Loss***	Lamps Watts Including Driver Loss Mid-Point Range****	kWh per Lamp per Month Multiple Service kWh*****	
		All Night	Midnight
355.01-360	357.50	123.3	64.6
360.01-365	362.50	125.1	65.6
365.01-370	367.50	126.8	66.5
370.01-375	372.50	128.5	67.4
375.01-380	377.50	130.2	68.3
380.01-385	382.50	132.0	69.2
385.01-390	387.50	133.7	70.1
390.01-395	392.50	135.4	71.0
395.01-400	397.50	137.1	71.9

\*\*\* Lamp Wattage is based on the total wattage consumption of the lamp and driver.

\*\*\*\* The Mid-Point Range of the Lamp Watts including driver, is established by deducting 2.5 Watts from the highest wattage of the corresponding range in the "Lamp Watts Including Driver" column.

\*\*\*\*\* The energy use calculation for All Night Service is (Mid-Point Range watts) x (4,140 hours/12 months/1000). The same calculation is used for Midnight service except that the hours of service is replaced with 2,170 hours.

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(To be inserted by utility)  
 Advice 2860-E  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Mar 12, 2013  
 Effective Apr 11, 2013  
 Resolution \_\_\_\_\_

Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 7

(Continued)

SPECIAL CONDITIONS (Continued)

2. Standard Installation: A standard installation includes an overhead multiple service installation where SCE furnishes bracket or mast arm construction and standard luminaire attached to a wood pole.

SCE is responsible for all installation costs associated with the initial street light installation, as well as ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. The installed cost of the Standard Installation is established by Commission Decision in SCE's General Rate Case proceeding. All facilities installed shall become and remain the sole property of SCE. (N)

3. Other Than Standard Installation:

a. Prior to January 1, 2014: (N)

(1) Installation and Payment Provision: Where the applicant requests the installation of an other than standard (OTS) Installation and the request is acceptable to SCE, SCE will install the requested equipment provided the OTS street light, installation, design, labor and material is in accordance with SCE's design and engineering specifications, and the applicant agrees to advance the amount invoiced for the installation, as described in 3.a.(2) below. For an underground service installation, the Applicant is responsible for furnishing and installing any necessary conduit, structures, excavating, backfilling and restoration of the pavement in accordance with SCE's specifications. SCE will retain ownership of the facilities, and will be responsible for ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. Advances made for other than a standard installation will not be refunded. (T)

(2) Wood Pole Allowance Provision: For OTS Installations where SCE installs the requested equipment, as described in Special Condition 3.a(1) above, the applicant is required to pay the estimated difference between the OTS installed costs and the Wood Pole Allowance. This amount will be invoiced by SCE, and the customer must satisfy both of the following conditions before January 1, 2014 for the provision of the Wood Pole Allowance to apply: (N)

(a) A complete street light design package must be submitted to SCE including the SCE street light authorization form completed by the applicable public authority, and;

(b) The SCE invoice for the proposed streetlight facilities must be paid in full. (N)

(D)  
(L)

(Continued)

(To be inserted by utility)

Advice 2872-E  
Decision 13-03-031

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 29, 2013  
Effective Apr 1, 2013  
Resolution \_\_\_\_\_

Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 8

(Continued)

SPECIAL CONDITIONS (Continued)

3. Other Than Standard Installation: (Continued)

b. Starting on January 1, 2014:

(1) Installation and Payment Provision: Effective January 1, 2014, where the applicant requests an OTS Installation, and the request is acceptable to SCE, the requested equipment will be installed pursuant to Installation Options (a) or (b), below: (T)

(a) Applicant-Installed: The applicant provides the OTS street light, installation, labor and material (cable and related electrical facilities) of OTS by the applicant's qualified contractor or sub-contractor in accordance with SCE's design and engineering specifications, covers all costs associated with the installation of the OTS street light facility (including furnishing and installing any necessary conduit, structures, excavation, backfill and restoration of the pavement in accordance with SCE's specifications), pays SCE for system inspections and upon completion of facility installation and subsequent acceptance by SCE, the applicant transfers and conveys ownership of all installed structures and facilities to SCE. SCE will be responsible for ongoing maintenance and replacement service when SCE has determined that such replacement is necessary.

(b) SCE-Installed: The applicant requests SCE to provide the OTS street light installation, design, labor and material in accordance with SCE's design and engineering specifications, and the applicant agrees to advance the full cost of the installation. For an underground service installation, the Applicant is responsible for furnishing and installing any necessary conduit, structures, excavation, backfill and restoration of the pavement in accordance with SCE's specifications. SCE will retain ownership of the facilities, and will be responsible of ongoing maintenance and replacement service when SCE has determined that such replacement is necessary. Advances made for OTS Installations will not be refunded.

(2) Wood Pole Allowance Provision: Effective January 1, 2014, SCE will discontinue granting the Wood Pole Allowance to applicants under this Schedule.

4. Hours of Service: Under SCE's standard all night operating schedule approximately 4,140 hours of service per year will be furnished. Under SCE's midnight service operating schedule approximately 2,170 hours of service per year will be furnished.

(Continued)

(To be inserted by utility)

Advice 3118-E

Decision \_\_\_\_\_

Issued by

Megan Scott-Kakures

Vice President

(To be inserted by Cal. PUC)

Date Filed Oct 23, 2014

Effective Nov 22, 2014

Resolution \_\_\_\_\_



Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 9 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

5. Other Than All Night Service:

- a. Where the customer requests the installation and/or removal of equipment in order to obtain Midnight Service and such request is acceptable to SCE, SCE will comply with such request provided the customer first agrees to pay to SCE the estimated cost installed of any additional equipment required and/or the removal cost of equipment currently installed. Such payments will not be refunded and shall be paid in advance or in installments acceptable to SCE over a period not to exceed three years. Facilities installed in connection with such requests become and remain the sole property of SCE.
- b. Total non-energy charge(s) shown under the RATES section shall be applicable under this Schedule when SCE has been requested to discontinue the existing service by the customer and the customer has stipulated, in writing, that the facilities are to be left in place for future use.

6. Removal, Relocation or Modification of Facilities:

- a. Where street lighting service and facilities are ordered removed by a customer and such facilities, or any part thereof, were in service for a period of less than 10 years (120 consecutive months), the customer shall pay to SCE a nonrefundable amount equal to the total estimated cost installed less any customer contribution, plus the estimated cost of removal less the estimated net salvage value of the facilities.
- b. Where street lighting service and facilities were ordered removed or modified by a customer and such service and facilities, or their equivalent, are ordered reinstalled within 36 months from the date of the order to remove or to modify, the customer shall pay to SCE, in advance of the reinstallation, a nonrefundable amount equal to the cost of removal or modification of the prior facilities and the estimated cost of such reinstallation.

(Continued)

(To be inserted by utility)

Advice 2872-E  
Decision 13-03-031

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 29, 2013  
Effective Apr 1, 2013  
Resolution \_\_\_\_\_

Schedule LS-1  
LIGHTING - STREET AND HIGHWAY-UNMETERED SERVICE  
COMPANY-OWNED SYSTEM

Sheet 10 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

6. Removal, Relocation or Modification of Facilities: (Continued)

- c. Where street lighting facilities are ordered modified and/or relocated by a customer, the customer shall pay to SCE, in advance of such modification and/or relocation, a nonrefundable amount equal to the estimated cost of such modification and/or relocation. This includes facilities that now serve street light load only, but that may have been installed originally to serve other than street light load.
- d. Facilities removed or installed remain the sole property of SCE.

7. Requirements and Restrictions:

- a. The applicant for street light service shall specify the type of service, lamp size, and location of street lights.
- b. Service shall not be furnished under this Schedule where location, mounting height, and/or other considerations are unacceptable to SCE.
- c. The installation of street lighting equipment and facilities hereunder is contingent upon SCE obtaining easements, rights of way, and highway permits satisfactory to SCE for the required poles, lines, equipment, and facilities.
- d. In accordance with Rule 4, a written contract for a term of not less than one year and not more than five years is required in order to receive street light service under the provisions of this Schedule.
- e. Should the applicant not commence using the street lighting in a bona fide manner within ninety (90) days after date of completion and installation of a street light or street lighting system requested by the applicant, SCE will bill, and the applicant shall pay, the applicable non-energy (other charges) portion of the lamp charge(s).

(Continued)

(To be inserted by utility)

Advice 2872-E  
Decision 13-03-031

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 29, 2013  
Effective Apr 1, 2013  
Resolution \_\_\_\_\_



Schedule LS-1  
LIGHTING - STREET AND HIGHWAY  
COMPANY-OWNED SYSTEM

Sheet 11 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

8. Timed Auxiliary Power Device Adaptor (TAP):
- a. This service is available under the terms and conditions stated below. An annual charge per device, found in the RATES section of this Schedule, plus a one-time set up administrative fee and a per modification administrative fee of \$65.00 per account plus Energy Charges billed at the LS-1 Midnight Service rate.
  - b. A Standard Installation shall consist of an individual TAP installed on SCE-owned ornamental street lighting pole.
  - c. This rate option is only available to governmental agencies who are the customer of record for ornamental street lighting service. A written Application and Agreement is required for service in conjunction with SCE-owned ornamental street lighting poles.
  - d. SCE will install the requested TAP and the installed TAP shall remain the sole property of SCE.
  - e. The installation of the applicant's holiday lighting decorations and hanger assemblies shall be in accordance with SCE's specifications.
  - f. The applicant shall specify the number of TAPs required. Billing will be based on the manufacturers' 300 watt rating for each device and the hours of operation.
  - g. At the time of installation of the TAP and annually thereafter until such TAP has been removed, the customer will be required to pay the annual charge.
  - h. In no case shall the granting of permission to install lighted holiday decorations for use with a TAP device on SCE's ornamental poles give the applicant any additional rights.

(Continued)

(To be inserted by utility)  
 Advice 2872-E  
 Decision 13-03-031

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Mar 29, 2013  
 Effective Apr 1, 2013  
 Resolution \_\_\_\_\_



Schedule LS-1  
LIGHTING - STREET AND HIGHWAY  
COMPANY-OWNED SYSTEM

Sheet 12 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

9. Maintenance: SCE shall exercise reasonable care and diligence in maintaining its street light facilities or SCE-owned attachments thereto. Where SCE experiences, or expects to experience, maintenance costs exceeding its normal maintenance expense resulting from, but not limited to, vandalism, SCE may require the customer to pay the excess maintenance expense.
10. Liability of SCE: SCE shall not, by taking action pursuant to its tariffs, be liable for any loss, damage, or injury, established or alleged, which may result, or be claimed to result, therefrom.
11. Differential Facilities Rate: Where a governmental agency (applicant) requests and SCE agrees to install facilities which are in addition to the Standard Installation (differential facilities), the differential facilities installed costs shall be borne by the applicant.

In addition, where an applicant requests and SCE agrees to acquire the applicant's series street light system, the difference between the cost of the facilities to convert the series system to multiple service and the cost of the Standard Installation, shall be borne by the applicant.

At the option of SCE, the applicant may pay the differential facilities installed costs as a monthly charge in lieu of a one-time payment. The monthly charge is equal to 1.2 percent times the differential facilities total installed costs.

A Schedule LS-1 Differential Facilities Rate Agreement is required for service under this Special Condition.

12. Parking Lot Lighting Service: An "Agreement For Parking Lot Lighting Service SCE-Owned System Schedule LS-1" (Form 14-685) shall be required for parking lot lighting service under this Schedule.

(Continued)

(To be inserted by utility)  
 Advice 2872-E  
 Decision 13-03-031

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Mar 29, 2013  
 Effective Apr 1, 2013  
 Resolution \_\_\_\_\_



Schedule LS-1  
LIGHTING - STREET AND HIGHWAY  
COMPANY-OWNED SYSTEM

(Continued)

SPECIAL CONDITIONS (Continued)

13. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

The charges listed in the RATES section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], etc.).

As of January 1, 2012, all generation supplied to Bundled Service Customers is provided by SCE. The DWR Energy Credit provided to Bundled Service Customers is determined by multiplying the DWR Energy Credit rate component by the customer's total kWhs.

- a. Bundled Service Customers receive Delivery Service and Generation service from SCE. The customer's bill is the sum of the charges for Delivery Service and Generation service determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules.
- c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules.

(To be inserted by utility)  
Advice 2872-E  
Decision 13-03-031

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Mar 29, 2013  
Effective Apr 1, 2013  
Resolution \_\_\_\_\_



**Schedule LS-2** Sheet 1  
**LIGHTING - STREET AND HIGHWAY**  
**CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE**

**APPLICABILITY**

Applicable to unmetered service for the lighting of streets, highways, other public thoroughfares, and publicly-owned and publicly-operated automobile parking lots which are open to the general public, where the customer owns the street lighting equipment including, but not limited to, the pole, mast arm, luminaire and lamp, and all connecting cable in a street light system.

**TERRITORY**

Within the entire territory served.

**RATES**

	Delivery Service							Generation		
	Trans <sup>1</sup>	Distrbtn <sup>2</sup>	NSGC <sup>3</sup>	NDC <sup>4</sup>	PPPC <sup>5</sup>	DWRBC <sup>6</sup>	PUCRF <sup>7</sup>	Total <sup>8</sup>	UG <sup>9</sup>	DWREC <sup>10</sup>
Energy Charge* - \$/kWh/Lamp/Month										
All Night Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)
Midnight Service	0.00831 (I)	0.00981 (I)	0.00199 (R)	(0.00085) (R)	0.01098 (I)	0.00539 (I)	0.00033 (I)	0.03596 (I)	0.03584 (R)	(0.00022) (I)

**Multiple Service - Rate A**

The following rates are applicable where SCE is requested to provide a single feed point to service a customer-owned street light system where the customer provides a point of connection for a single SCE owned photo-controller to control all street lights in the system.

**All Night/Midnight Service Charge**

Incandescent Extended Service Lamps - \$/Lamp/Month	0.82	0.82
Mercury Vapor Lamps - \$/Lamp/Month	0.82	0.82
Light Emitting Diode (LED) Lamps - \$/Lamp/Month	0.82	0.82
High Pressure Sodium Vapor Lamps - \$/Lamp/Month	0.82	0.82
Low Pressure Sodium Vapor Lamps - \$/Lamp/Month	0.82	0.82
Metal Halide Lamps - \$/Lamp/Month	0.82	0.82
Induction Lamps - \$/Lamp/Month	0.82	0.82
All Other Lamps - \$/Lamp/Month	0.82	0.82

- \* The kilowatt hours used to determine the Energy Charge for the lamp types and sizes served under this Schedule are shown in the Special Conditions section, below.
- \*\* The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved. The TOTCA represents the Transmission Revenue Balancing Account Adjustment (TRBAA) of \$(0.00036) per kWh, Reliability Services (R) Balancing Account Adjustment (RSBAA) of \$0.00003 per kWh, and Transmission Access Charge Balancing Account Adjustment (I) (TACBAA) of \$0.00127 per kWh.
- 2 Distrbtn = Distribution
- 3 NSGC = New System Generation Charge
- 4 NDC = Nuclear Decommissioning Charge
- 5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)
- 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
- 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
- 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
- 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
- 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)

Advice 3319-E-A  
Decision \_\_\_\_\_

Issued by  
R.O. Nichols  
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Dec 23, 2015  
Effective Jan 1, 2016  
Resolution \_\_\_\_\_



Schedule LS-2 Sheet 2  
**LIGHTING - STREET AND HIGHWAY**  
**CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE**  
 (Continued)

RATES (Continued)

	Delivery Service							Generation*		
	Trans*	Distrbtn*	NSGC**	NDC	PPPC**	DWRBC**	PUCRF**	Total*	UG**	DWREC**
<b>Multiple Service - Rate B</b>										
The following rates are applicable where SCE is requested to provide a service connection point to feed a customer-owned street light with a customer-owned photocell.										
All Night/Midnight Service Charge										
Incandescent Extended Service Lamps - \$/Lamp/yr		2.47						2.47		
Mercury Vapor Lamps - \$/Lamp/Month		2.47						2.47		
Light Emitting Diode (LED) Lamps - \$/Lamp/Month		2.47						2.47		
High Pressure Sodium Vapor Lamps - \$/Lamp/Mon		2.47						2.47		
Low Pressure Sodium Vapor Lamps - \$/Lamp/Mon		2.47						2.47		
Metal Halide Lamps - \$/Lamp/Month		2.47						2.47		
Induction Lamps - \$/Lamp/Month		2.47						2.47		
All Other Lamps - \$/Lamp/Month		2.47						2.47		

- \*\* The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved.
  - 2 Distrbtn = Distribution
  - 3 NSGC = New System Generation Charge
  - 4 NDC = Nuclear Decommissioning Charge
  - 5 PPPC = Public Purpose Programs Charge (includes California Alternate Rates for Energy Surcharge where applicable.)
  - 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
  - 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
  - 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
  - 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
  - 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)  
 Advice 3311-E  
 Decision 15-10-037

Issued by  
R.O. Nichols  
 Senior Vice President

(To be inserted by Cal. PUC)  
 Date Filed Nov 18, 2015  
 Effective Nov 24, 2015  
 Resolution \_\_\_\_\_



Schedule LS-2  
**LIGHTING - STREET AND HIGHWAY**  
**CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE**  
(Continued)

Sheet 3

RATES (Continued)

Series Service	Delivery Service							Generation		
	Trans <sup>1</sup>	Distrbtn <sup>2</sup>	NSGC <sup>3</sup>	NDC <sup>4</sup>	PPPC <sup>5</sup>	DWRBC <sup>6</sup>	PUCRF <sup>7</sup>	Total <sup>8</sup>	UG <sup>**</sup>	DWREC <sup>10</sup>
All Night/Midnight Service Charge										
Incandescent Extended Service Lamps - \$/Lamp/Month		11.86						11.86		
Mercury Vapor Lamps - \$/Lamp/Month		11.86						11.86		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month		11.86						11.86		
Low Pressure Sodium Vapor Lamps - \$/Lamp/Month		11.86						11.86		
Metal Halide Lamps - \$/Lamp/Month		N/A						N/A		
All Other Lamps - \$/Lamp/Month		11.86						11.86		
Series Service Power Factor Charge* - \$/kVar		0.51						0.51		
Series Service Voltage Discount, Energy - \$/kWh		0.00000						0.00000	(0.00112) (I)	

- \* kVAR losses for the Series Service Power Factor Charge are calculated in accordance with Special Condition 14.
- \*\* The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation.
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved.
- 2 Distrbtn = Distribution
- 3 NSGC = New System Generation Charge
- 4 NDC = Nuclear Decommissioning Charge
- 5 PPPC = Public Purpose Programs Charge
- 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
- 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
- 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) Customers, except DA and CCA Service Customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
- 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
- 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)  
Advice 3319-E-A  
Decision \_\_\_\_\_

Issued by  
R.O. Nichols  
Senior Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 23, 2015  
Effective Jan 1, 2016  
Resolution \_\_\_\_\_



Schedule LS-2 Sheet 4  
**LIGHTING - STREET AND HIGHWAY**  
**CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE**  
 (Continued)

RATES (Continued)

	Delivery Service							Generation		
	Trans <sup>1</sup>	Distrbtn <sup>2</sup>	NSGC <sup>3</sup>	NDC <sup>4</sup>	PPPC <sup>5</sup>	DWRBC <sup>6</sup>	PUCRF <sup>7</sup>	Total <sup>8</sup>	UG <sup>9</sup> **	DWREC <sup>10</sup> **
<b>Optional Relamp Service Charge</b>										
Incandescent Extended Service Lamps- \$/Lamp/Month		N/A						N/A		
Mercury Vapor Lamps- \$/Lamp/Month		N/A						N/A		
High Pressure Sodium Vapor Lamps - \$/Lamp/Month										
50 Watt		0.67						0.67		
70 Watt		0.65						0.65		
100 Watt		0.65						0.65		
150 Watt		0.66						0.66		
200 Watt		0.66						0.66		
250 Watt		0.66						0.66		
310 Watt		N/A						N/A		
400 Watt		0.68						0.68		
Low Pressure Sodium Vapor Lamps- \$/Lamp/Month		N/A						N/A		
Metal Halide Lamps- \$/Lamp/Month		N/A						N/A		
All Other Lamps- \$/Lamp/Month		N/A						N/A		

- \*\* The ongoing Competition Transition Charge (CTC) of \$0.00000 per kWh is recovered in the UG component of Generation. (R)
- 1 Trans = Transmission and the Transmission Owners Tariff Charge Adjustments (TOTCA) which are FERC approved.
  - 2 Distrbtn = Distribution
  - 3 NSGC = New System Generation Charge
  - 4 NDC = Nuclear Decommissioning Charge
  - 5 PPPC = Public Purpose Programs Charge
  - 6 DWRBC = Department of Water Resources (DWR) Bond Charge. The DWR Bond Charge is not applicable to exempt Bundled Service and Direct Access Customers, as defined in and pursuant to D.02-10-063, D.02-02-051, and D.02-12-082.
  - 7 PUCRF = The PUC Reimbursement Fee is described in Schedule RF-E.
  - 8 Total = Total Delivery Service rates are applicable to Bundled Service, Direct Access (DA) and Community Choice Aggregation Service (CCA Service) customers, except DA and CCA Service customers are not subject to the DWRBC rate component of this Schedule but instead pay the DWRBC as provided by Schedule DA-CRS or Schedule CCA-CRS.
  - 9 Generation = The Generation rates are applicable only to Bundled Service Customers.
  - 10 DWREC = Department of Water Resources (DWR) Energy Credit – For more information on the DWR Energy Credit, see the Billing Calculation Special Condition of this Schedule.

(Continued)

(To be inserted by utility)  
 Advice 2971-E  
 Decision 13-10-052

Issued by  
**Megan Scott-Kakures**  
 Vice President

(To be inserted by Cal. PUC)  
 Date Filed Nov 21, 2013  
 Effective Nov 22, 2013  
 Resolution \_\_\_\_\_



Schedule LS-2  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

Sheet 5 (T)

(Continued)

SPECIAL CONDITIONS

1. Ownership of Facilities:

- a. For multiple systems SCE will deliver service at 120, 120/240 volts, or, at the option of SCE, at 240/480 or 277/480 volts, three wire, single phase. For existing series systems (installed prior to October 25, 1981) SCE will furnish and maintain constant current regulating transformers and deliver service at the secondary side of such transformers.
- b. The customer will furnish and maintain all utilization equipment beyond the point of delivery except for switching equipment and where the customer has elected the Optional Relamp Service provided by SCE in accordance with Special Condition 5.
- c. New or modified installations normally shall be multiple service installations. New or modified series installations shall be made only where, in the opinion of SCE, it is practical to supply series service.
- d. For new or modified series installations requiring a new constant current regulating transformer, the customer shall furnish and maintain the transformer; and service will be delivered at the primary side of the transformer.

(Continued)

(To be inserted by utility)  
 Advice 2041-E  
 Decision 06-06-067

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Sep 8, 2006  
 Effective Oct 1, 2006  
 Resolution \_\_\_\_\_

Schedule LS-2  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

Sheet 6 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

2. Service Connections and Distribution Extensions:
  - a. The point or points of service connection shall be mutually agreed upon by SCE and the customer.
  - b. Distribution line extensions to reach a street light or a street light system shall be in accordance with the applicable Rule 15.
3. Switching and Related Facilities: For All Night or Midnight Service under SCE's standard operating schedules, SCE will furnish, operate, and maintain, the necessary switching facilities. All auxiliary relay equipment, irrespective of voltage, not furnished by SCE, but required in connection with providing street lighting service, shall be furnished, installed, and maintained by the customer in accordance with SCE's requirements.
4. Hours of Service: Under SCE's standard All Night Service operating schedule approximately 4,140 hours of service per year will be furnished, and under SCE's standard Midnight Service operating schedule approximately 2,170 hours of service per year will be furnished. Service for other operating schedules is not available under this Schedule.
5. Optional Relamp Service: Closed to all new installations. Optional relamp service will be provided at the request of the customer. The charges thereunder shall be in addition to any other applicable charges. After the original lamp installation, relamp service will be furnished by SCE as soon as practicable after notification by the customer. Relamp service is provided only for the high pressure sodium vapor lamps listed on this Schedule for which charges are shown. At the time of relamping, SCE will clean the refractor, or install replacement refractors furnished by the customer, as required. This service will be provided only where, in the opinion of SCE, no undue hazard or expense will result because of location, mounting height, or other reason.

(Continued)

(To be inserted by utility)

Advice 2041-E  
Decision 06-06-067

Issued by

Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 8, 2006  
Effective Oct 1, 2006  
Resolution \_\_\_\_\_



Schedule LS-2  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE

Sheet 7 (T)

(Continued)

SPECIAL CONDITIONS (Continued)

6. Removal of Equipment: Where SCE-owned street lighting service and/or facilities were ordered removed by a customer and such service and/or facilities, or their equivalent, are ordered reinstalled within 36 months from the date of the order to remove, the customer shall pay to SCE in advance of reinstallation a nonrefundable amount equal to the cost of removal of the prior facilities and the estimated cost of such reinstallation. SCE-owned facilities removed or installed remain the sole property of SCE.
  
7. Modification of Facilities: Where the customer requests a modification of SCE-owned facilities serving customer-owned street light facilities, and such modifications are acceptable to SCE, SCE will perform the requested modifications, provided the customer agrees to pay the cost of said modifications.
  
8. Midnight Service: Where the customer requests the installation and/or removal of equipment in order to take Midnight Service, and such request is acceptable to SCE, SCE will comply with such request provided the customer first agrees to pay to SCE the estimated cost installed of any additional equipment required and/or the removal cost of any equipment currently installed. Such payments will not be refunded and shall be paid in advance or in installments acceptable to SCE over a period not to exceed three years. Facilities installed in connection with such requests become and remain the sole property of SCE .
  
9. Contract: In accordance with Rule 4, a written contract for a term of not less than one year and not more than five years is required in order to receive street light service under the provisions of this Schedule. Should the customer terminate service within 36 months of the date service is first supplied, the customer shall pay to SCE the cost of installation plus the cost of removal less salvage for any SCE-owned facilities installed to supply the customer's street light service.

(Continued)

(To be inserted by utility)  
 Advice 2041-E  
 Decision 06-06-067

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Sep 8, 2006  
 Effective Oct 1, 2006  
 Resolution \_\_\_\_\_

Schedule LS-2 Sheet 8 (T)  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
(Continued)

SPECIAL CONDITIONS (Continued)

10. Kilowatthours: The kilowatthours used to determine the Energy Charge and the Voltage Discount shall be as follows:

Lamp <u>Wattage</u>	Nominal <u>Lamp Rating</u>	Lamp Load Including		kWh per Lamp Per Month*			
		<u>Ballast - Watts</u>		<u>Multiple Service kWh</u>		<u>Series Service kWh</u>	
	Average <u>Initial Lumens</u>	<u>Multiple Service</u>	<u>Series Service</u>	<u>A All Night</u>	<u>B Midnight</u>	<u>C All Night</u>	<u>D Midnight</u>
Incandescent Lamps							
Extended Service **							
103	1,000	103	75	35.535	18.633	29.528	15.488
202	2,500	202	164	69.690	36.542	64.567	33.866
327	4,000	327	248	112.815	59.154	97.638	51.212
448	6,000	448	347	154.560	81.043	136.614	71.656
690	10,000	690	578	238.050	124.821	227.559	119.357
Mercury Vapor Lamps							
100	4,000	131	125	45.195	23.698	51.675	27.113
175	7,900	216	207	74.520	39.074	85.574	44.898
250	12,000	301	285	103.845	54.451	117.819	61.817
400	21,000	474	445	163.530	85.747	183.963	96.521
700	41,000	803	760	277.035	145.263	314.184	164.844
1,000	55,000	1,135	1,070	391.575	205.322	442.338	232.083

\* When an account has more than one lamp, the total kWh will be the kWh per lamp per month lamp rating to three decimal places multiplied by the number of lamps.

\*\* Represents Extended Service lamps only. For Group Replacement and Regular Service Lamps see Special Condition 11.

(Continued)

(To be inserted by utility)

Advice 2041-E  
Decision 06-06-067

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 8, 2006  
Effective Oct 1, 2006  
Resolution \_\_\_\_\_

Schedule LS-2 Sheet 9  
**LIGHTING - STREET AND HIGHWAY**  
**CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE**  
 (Continued)

**SPECIAL CONDITIONS (Continued)**

## 10. Kilowatthours: (Continued)

<u>Nominal Lamp Rating</u>		<u>Lamp Load Including Ballast/Generator - Watts</u>		<u>kWh per Lamp Per Month*</u>			
<u>Lamp Wattage</u>	<u>Average Initial Lumens</u>	<u>Multiple Service</u>	<u>Series Service</u>	<u>Multiple Service kWh</u>		<u>Series Service kWh</u>	
				<u>A All Night</u>	<u>B Midnight</u>	<u>C All Night</u>	<u>D Midnight</u>
<b>High Pressure Sodium Vapor Lamps</b>							
50	4,000	58	64	20.010	10.492	30.746	16.134
70	5,800	83	85	28.635	15.015	40.834	21.429
100	9,500	117	121	40.365	21.165	58.128	30.504
150	16,000	193	174	66.585	34.914	83.590	43.865
200	22,000	246	233	84.870	44.501	111.933	58.739
250	27,500	313	N/A	107.985	56.622	N/A	N/A
310	37,000	383	N/A	132.135	69.285	N/A	N/A
400	50,000	485	N/A	167.325	87.737	N/A	N/A
<b>Low Pressure Sodium Vapor Lamps</b>							
35	4,800	63	51	21.735	11.397	24.225	12.709
55	8,000	84	72	28.980	15.196	34.200	17.942
90	13,500	131	130	45.195	23.698	61.750	32.396
135	22,500	182	185	62.790	32.924	87.875	46.102
180	33,000	229	219	79.005	41.426	104.025	54.575
<b>Metal Halide</b>							
70	5,500	94	N/A	32.430	16.998	N/A	N/A
100	8,500	129	N/A	44.505	23.328	N/A	N/A
150	12,000	178	N/A	61.410	32.188	N/A	N/A
175	12,000	215	N/A	74.175	38.879	N/A	N/A
250	19,500	295	N/A	101.775	53.346	N/A	N/A
400	32,000	458	N/A	158.010	82.822	N/A	N/A
1000	100,000	1080	N/A	372.600	195.300	N/A	N/A
1500	150,000	1605	N/A	553.725	290.238	N/A	N/A
<b>Induction Lamps</b>							
23	N/A	25	N/A	8.625	4.521	N/A	N/A
40	N/A	41	N/A	14.137	7.410	N/A	N/A
55	N/A	56	N/A	19.185	10.056	N/A	N/A
65	N/A	69	N/A	23.805	12.478	N/A	N/A
80	N/A	82	N/A	28.428	14.901	N/A	N/A
85	N/A	88	N/A	30.293	15.878	N/A	N/A
100	N/A	105	N/A	36.225	18.988	N/A	N/A
120	N/A	123	N/A	42.410	22.229	N/A	N/A
150	N/A	155	N/A	53.303	27.939	N/A	N/A
165	N/A	170	N/A	58.566	30.698	N/A	N/A
200	N/A	210	N/A	72.450	37.975	N/A	N/A

\* When an account has more than one lamp, the total kWh will be the kWh per lamp per month lamp rating to three decimal places multiplied by the number of lamps.

(Continued)

(To be inserted by utility)

 Advice 2629-E  
 Decision \_\_\_\_\_

 Issued by  
Akbar Jazayeri  
 Vice President

(To be inserted by Cal. PUC)

 Date Filed Sep 15, 2011  
 Effective Oct 15, 2011  
 Resolution \_\_\_\_\_



Schedule LS-2 Sheet 10  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
 (Continued)

SPECIAL CONDITIONS (Continued)

10. Kilowatthours: (Continued)

Light Emitting Diode (LED) Lamps

<u>Lamp Watts</u> <u>Including Driver Loss**</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range***</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh****</u>		(T)
		<u>All Night</u>	<u>Midnight</u>	
0-5	2.50	0.9	0.5	
5.01-10	7.50	2.6	1.4	
10.01-15	12.50	4.3	2.3	
15.01-20	17.50	6.0	3.2	
20.01-25	22.50	7.8	4.1	
25.01-30	27.50	9.5	5.0	
30.01-35	32.50	11.2	5.9	
35.01-40	37.50	12.9	6.8	
40.01-45	42.50	14.7	7.7	
45.01-50	47.50	16.4	8.6	
50.01-55	52.50	18.1	9.5	
55.01-60	57.50	19.8	10.4	
60.01-65	62.50	21.6	11.3	
65.01-70	67.50	23.3	12.2	
70.01-75	72.50	25.0	13.1	
75.01-80	77.50	26.7	14.0	
80.01-85	82.50	28.5	14.9	
85.01-90	87.50	30.2	15.8	
90.01-95	92.50	31.9	16.7	
95.01-100	97.50	33.6	17.6	
100.01-105	102.50	35.4	18.5	
105.01-110	107.50	37.1	19.4	
110.01-115	112.50	38.8	20.3	
115.01-120	117.50	40.5	21.2	
120.01-125	122.50	42.3	22.2	
125.01-130	127.50	44.0	23.1	
130.01-135	132.50	45.7	24.0	
135.01-140	137.50	47.4	24.9	
140.01-145	142.50	49.2	25.8	
145.01-150	147.50	50.9	26.7	
150.01-155	152.50	52.6	27.6	
155.01-160	157.50	54.3	28.5	
160.01-165	162.50	56.1	29.4	
165.01-170	167.50	57.8	30.3	
170.01-175	172.50	59.5	31.2	

(Continued)

(To be inserted by utility)  
 Advice 2591-E  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Jun 10, 2011  
 Effective Jul 10, 2011  
 Resolution \_\_\_\_\_



Schedule LS-2 Sheet 11  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
 (Continued)

10. Kilowatthours: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

<u>Lamp Watts</u> <u>Including Driver Loss**</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range***</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh****</u>		(T)
		<u>All Night</u>	<u>Midnight</u>	
175.01-180	177.50	61.2	32.1	
180.01-185	182.50	63.0	33.0	
185.01-190	187.50	64.7	33.9	
190.01-195	192.50	66.4	34.8	
195.01-200	197.50	68.1	35.7	
200.01-205	202.50	69.9	36.6	
205.01-210	207.50	71.6	37.5	
210.01-215	212.50	73.3	38.4	
215.01-220	217.50	75.0	39.3	
220.01-225	222.50	76.8	40.2	
225.01-230	227.50	78.5	41.1	
230.01-235	232.50	80.2	42.0	
235.01-240	237.50	81.9	42.9	
240.01-245	242.50	83.7	43.9	
245.01-250	247.50	85.4	44.8	
250.01-255	252.50	87.1	45.7	
255.01-260	257.50	88.8	46.6	
260.01-265	262.50	90.6	47.5	
265.01-270	267.50	92.3	48.4	
270.01-275	272.50	94.0	49.3	
275.01-280	277.50	95.7	50.2	
280.01-285	282.50	97.5	51.1	
285.01-290	287.50	99.2	52.0	
290.01-295	292.50	100.9	52.9	
295.01-300	297.50	102.6	53.8	
300.01-305	302.50	104.4	54.7	
305.01-310	307.50	106.1	55.6	
310.01-315	312.50	107.8	56.5	
315.01-320	317.50	109.5	57.4	
320.01-325	322.50	111.3	58.3	
325.01-330	327.50	113.0	59.2	
330.01-335	332.50	114.7	60.1	
335.01-340	337.50	116.4	61.0	
340.01-345	342.50	118.2	61.9	
345.01-350	347.50	119.9	62.8	
350.01-355	352.50	121.6	63.7	

(Continued)

(To be inserted by utility)  
 Advice 2591-E  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Jun 10, 2011  
 Effective Jul 10, 2011  
 Resolution \_\_\_\_\_

Schedule LS-2 Sheet 12  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
(Continued)

10. Kilowatthours: (Continued)

Light Emitting Diode (LED) Lamps (Continued)

<u>Lamp Watts</u> <u>Including Driver Loss**</u>	<u>Lamps Watts Including Driver Loss</u> <u>Mid-Point Range***</u>	<u>kWh per Lamp per Month</u> <u>Multiple Service kWh****</u>		(T)
		<u>All Night</u>	<u>Midnight</u>	
355.01-360	357.50	123.3	64.6	
360.01-365	362.50	125.1	65.6	
365.01-370	367.50	126.8	66.5	
370.01-375	372.50	128.5	67.4	
375.01-380	377.50	130.2	68.3	
380.01-385	382.50	132.0	69.2	
385.01-390	387.50	133.7	70.1	
390.01-395	392.50	135.4	71.0	
395.01-400	397.50	137.1	71.9	

\*\* Lamp Wattage is based on the total wattage consumption of the lamp and driver. Customer may be required to provide verification of total energy consumption of lamp and driver upon request by SCE.

\*\*\* The Mid-Point Range of the Lamp Watts including driver, is established by deducting 2.5 Watts from the highest wattage of the corresponding range in the "Lamp Watts Including Driver" column.

\*\*\*\* The energy use calculation for All Night Service is (Mid-Point Range watts) x (4,140 hours/12 months/1000). The same calculation is used for Midnight service except that the hours of service is replaced with 2,170 hours.

11. Lamp Loads: SCE will provide service under this Schedule to street light lamps which are not listed on this Schedule provided that a lamp load, including lamp wattage and ballast, can be reliably established by SCE.

In addition to the extended service incandescent lamps listed above in Special Condition 10, SCE has determined a lamp load wattage rating for the following lumen rated regular and group replacement incandescent lamps to be used to determine the Energy Charge Components.

(Continued)

(To be inserted by utility)  
Advice 2591-E  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Jun 10, 2011  
Effective Jul 10, 2011  
Resolution \_\_\_\_\_

Schedule LS-2 Sheet 13 (T)  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
 (Continued)

SPECIAL CONDITIONS (Continued)

11. Lamp Loads: (Continued)

Average Initial <u>Lumens</u>	<u>Incandescent Wattage Per Lamp</u>			
	<u>Multiple Service</u>		<u>Series Service</u>	
	<u>Regular</u>	<u>Group Replacement</u>	<u>Regular</u>	<u>Group Replacement</u>
600	55	58	42	44
800	N/A	N/A	57	N/A
1,000	85	92	61	64
2,500	175	189	143	152
4,000	268	295	213	226
6,000	370	405	316	332
10,000	575	620	525	565
15,000	800	860	755	822
25,000	N/A	N/A	1,275	N/A

The kilowatthours for the above regular and group replacement lamps or any unlisted lamps shall be determined in accordance with the provisions of Special Condition 12, below.

12. Kilowatthour Per Lamp per Month For Nonstandard Lamps: The total monthly kWh usage for each type of service shall be computed by applying the following Hours per kW billing factors to the applicable lamp load (including ballast/driver/generator, if applicable) wattage rating. The kWh shall be computed to the nearest Watt-hour. (C)

	<u>Hours Per Month Per kW of Lamp Load</u>						(C)
	<u>Incandescent</u>	<u>Mercury Vapor</u>	<u>High Pressure Sodium Vapor</u>	<u>Low Pressure Sodium Vapor</u>	<u>Metal Halide</u>	<u>Other Lamps</u>	(N)
Type of Service:							(N)
All Night Service							(N)
Multiple Service*	345.0	345.0	345.0	345.0	345.0	345.0	(N)
Series Service***	393.7	413.4	480.4	475.0	N/A	N/A	(N)
Midnight or Equivalent Service							(N)
Multiple Service**	180.9	180.9	180.9	180.9	180.9	180.9	(N)
Series Service***	206.5	216.9	252.1	249.2	N/A	N/A	(N)

kWh Per Lamp Per Month=Hours Per Month Per kW of Lamp Load x kW Per Lamp (including ballast/driver/generator if applicable)

\* All Night Service Multiple Service Hours Per Month Per kW of Lamp Load = (4,140 hours/12 months) = 345 hours  
 \*\* Midnight Service Multiple Service Hours Per Month Per kW of Lamp Load = (2,170 hours/12 months) = 180.9 hours  
 \*\*\* Series Services Hours Per Month Per kW of Lamp Load applies the same formula as Multiple Service except that it is adjusted for Line Loss Factor. (N)

(Continued)

(To be inserted by utility)  
 Advice 2360-E  
 Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
 Date Filed Jul 17, 2009  
 Effective Aug 17, 2009  
 Resolution \_\_\_\_\_

Schedule LS-2 Sheet 14  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
(Continued)

SPECIAL CONDITIONS (Continued)

13. Charges for Nonstandard Lamps: Nonstandard Lamps are lamps for which a monthly charge is not listed in this Schedule. Where a lamp is not listed in this Schedule, the monthly charge is computed by first computing the applicable kWh for the lamp. The kWhs are computed by applying the method provided in Special Condition 12 for Other Lamps. Where manufacturer's information is not available for rated wattage consumption, the customer must provide third party documentation before SCE will accept lamps for this Schedule. The Energy Charge is calculated using the rates shown in the RATES section, above. The total monthly lamp charge for nonstandard lamps is the sum of the monthly lamp charge as shown in the RATES section for all other lamps, plus the Energy Charge. For Series Service Lamps, the Energy Charge is adjusted for Voltage Discount, and the total lamp charge increased for Series Service Power Factor.
14. Energy Efficient Street Lights – Where Customers permanently install energy efficient streetlights under the terms of this Schedule and the total energy use cannot be verified through industry standards or other documentation acceptable to SCE, the customer may be required to provide verifiable documentation to SCE's satisfaction regarding the total energy consumption of the lamp and driver. All fixtures that include the capability of adjustable light wattage settings will be billed at the maximum wattage setting.
15. Limited testing of emerging Streetlight technologies will be allowed under this Schedule. Such test installations are subject to approval by SCE. Testing is limited to existing streetlight fixtures and the total energy consumption per fixture must not exceed current energy use per fixture. Additional energy efficient streetlight fixtures installed will also be subject to billing under the current rate upon the approval of SCE. The test period will not exceed 12 months.
16. Series Service Power Factor: The kVAR losses for the Series Service Power Factor charge shall be calculated by multiplying the applicable series service kW lamp load from Special Condition 10 by the applicable kVAR demand loss factor shown below:

<u>kVAR Demand Loss Factor (kVAR Loss/kW load)</u>			
<u>Incandescent</u>	<u>Mercury Vapor</u>	<u>High Pressure Sodium Vapor</u>	<u>Low Pressure Sodium Vapor</u>
2.133	2.953	5.270	7.067

17. Voltage Discount: Bundled Service, CCA Service, and Direct Access customers will have the Distribution rate component of the applicable Delivery Charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the RATES section above. In addition, Bundled Service Customers will have the Utility Generation (UG) rate component of the applicable Generation charges reduced by the corresponding Voltage Discount amount for service metered and delivered at the applicable voltage level as shown in the RATES section. (T)

(Continued)

(To be inserted by utility)  
Advice 2861-E  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Mar 13, 2013  
Effective Apr 12, 2013  
Resolution \_\_\_\_\_

## ATTACHMENT B - SCE Valuation



Schedule LS-2 Sheet 15  
LIGHTING - STREET AND HIGHWAY  
CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE  
(Continued)

SPECIAL CONDITIONS (Continued)

18. Billing Calculation: A customer's bill is calculated according to the rates and conditions above.

The charges listed in the RATES section are calculated by multiplying the Total Delivery Service rates and the Generation rates, when applicable, by the billing determinants (e.g., per kilowatt [kW], kilowatthour [kWh], kilovar [kVa] etc.). (T)

As of January 1, 2012, all generation supplied to Bundled Service Customers is provided by SCE. The DWR Energy Credit provided to Bundled Service Customers is determined by multiplying the DWR Energy Credit rate component by the customer's total kWhs. (N)

a. Bundled Service Customers receive Delivery Service and Generation service from SCE. The customer's bill is the sum of the charges for Delivery Service and Generation service determined, as described in this Special Condition, and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (T)

b. Direct Access Customers receive Delivery Service from SCE and purchase energy from an Energy Service Provider. The customer's bill is the sum of the charges for Delivery Service determined as described in this Special Condition except that the DWRBC rate component is subtracted from the Total Delivery Service rates before the billing determinants are multiplied by such resulting Total rates; plus the applicable charges as shown in Schedule DA-CRS and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (D)

c. CCA Service Customers receive Delivery Service from SCE and purchase energy from their Community Choice Aggregator (CCA). SCE will read the meters and present the bill for both Delivery and Generation Services to the CCA Service Customer. The customer's bill is the sum of the charges for Delivery Service as displayed in this Rate Schedule and Generation charges determined by the CCA plus the applicable charges as shown in Schedule CCA-CRS, and subject to applicable discounts or adjustments provided under SCE's tariff schedules. (N)

(To be inserted by utility)  
Advice 2648-E-A  
Decision \_\_\_\_\_

Issued by  
Akbar Jazayeri  
Vice President

(To be inserted by Cal. PUC)  
Date Filed Dec 27, 2011  
Effective Jan 1, 2012  
Resolution \_\_\_\_\_

# The City of Rialto LS-1 Streetlight System Valuation

March 6, 2015

## Overview of the Total LS-1 Streetlight System

Type	Qty	Type	Overhead	Underground
Non-Wood	3,463	73%	441	3,022
Wood	1,291	27%	1,278	13
	4,754	100%	1,719	3,035
			36%	64%
1990-2013	1,668			
1970-1989	1,938			
Prior to 1970	1,148			

## Valuation of the Sellable LS-1 Streetlight System

		Qty	RCNLD	With Ad-hoc
	Non-Wood	3,463	\$1,383,206	\$1,557,181
27%	* Wood	350	\$346,898	\$390,530
	<b>Total:</b>	<b>3,813</b>	<b>\$1,730,104</b>	<b>\$1,947,710</b>
	2%	<b>Ad Hoc Replacements</b>	<b>\$183,004</b>	Included
		<b>Omissions and Exclusions</b>	<b>\$34,602</b>	Included
		<b>Subtotal</b>	<b>\$1,947,710</b>	<b>\$1,947,710</b>
		<b>Tax Neutral Adjustment</b>	<b>\$50,609</b>	
		<b>Tax Neutral Price</b>	<b>\$1,998,319</b>	
		<b>Transition Cost</b>	<b>\$114,390</b>	
		<b>Valuation Price</b>	<b>\$2,112,709</b>	

\*Note: 27% Sellable Wood Poles (streetlights attached to distribution or transmission poles are excluded)

Ad Hoc Replacements represent 2% of the quantity of poles replaced without developer's contribution

Omissions and Exclusions include other asset components relevant to the sale (i.e. riser poles, insulators, down guy, etc.)

Tax Neutral Adjustment is needed to recover any tax implication

Transition Cost is the severance cost to transfer ownership of the asset

**SCE CONFIDENTIAL**

## ATTACHMENT C - CUT SHEETS

GE  
Lighting

# Evolve™ LED Roadway Lighting

LED Roadway Luminaire (ERL1-ERLH-ERS1-ERS2)



imagination at work

## Product Features

The Evolve™ LED Roadway Luminaire is optimized for customers requiring a LED solution for local, collector and major roadways. GE's unique reflective optics are designed to optimize application efficiency and minimize glare. The modern design incorporates the heat sink directly into the unit for heat transfer to prolong LED life. This reliable unit has a 100,000 hour design life, significantly reducing maintenance needs and expense over the life of the fixture. This efficient solution lowers energy consumption compared to traditional HID fixture for additional operating cost savings.

### Applications

- Designed to meet recommended luminance and illuminance requirements for local, collector and major roadway/street classifications.

### Housing

- The modern design incorporates Casting-integral heatsink for maximum heat transfer.
- Meets 3G vibration per ANSI C136.31-2010.
- Die Cast Enclosure.

### LED & Optical Assembly

- Evolve™ light engine consisting of reflective technology designed to optimize application efficiency and minimize glare.
- Utilizes high brightness LEDs, 70 CRI at 3000K and 4000K typical.
- LM-79 tests and reports in accordance with IESNA standards.

### Lumen Maintenance

- Lumen Maintenance per TM21.

### Ratings

- /  listed, suitable for wet locations per UL 1598.
- Std. Optical enclosure rated per ANSI C136.25-2009: ERL1 = IP65, ERS1-2 = IP66, ERLH = IP65.
- Upward Light Output Ratio (ULOR) = 0.
- Compliant with the material restriction requirements of RoHS.

Product ID	Lumen Output	Ambient Rating
ERL1	02-09	-40°C to 50°C
ERLH	10-11	-40°C to 50°C
ERLH	13-15	-40°C to 40°C
ERS1	10-15	-40°C to 50°C
ERS2	16-23	-40°C to 50°C
ERS2	25-28	-40°C to 40°C

Delayed start may be experienced <-35°C.

### Mounting

- Slipfitter with +/- 5 degree of adjustment for leveling.
- Integral die cast mounting pipe stop.
- Adjustable for 1.25 in. or 2 in. mounting pipe.

### Finish

- Corrosion resistant polyester powder paint, minimum 2.0 mil. thickness.
- Standard colors: Black, Gray and Dark Bronze.
- RAL & custom colors available.
- Optional coastal finish available.

### Electrical

- 120-277 VAC and 347-480 VAC.
- System power factor is >90% and THD <20%.\*
- Class "A" Sound rating.
- 0-10V dimming standard or DALI dimming available upon request for 120V-277V.
- Surge Protection per ANSI C136.2-2015:
  - Standard: 6kV/3kA "Basic: (120 Strikes)"
  - Optional Secondary: 10kV/5kA "Enhanced: (40 Strikes)"
- EMI: Title 47 CFR Part 15 Class A
- Photo electric sensors (PE) available.

\* System power factor and THD is tested and specified at 120V input and maximum load conditions. THD<26% for 347/480V supply with 03 power level.

### Warranty

- 5 Year Standard
- 10 Year Optional

### Suggested HID Replacement Lumen Levels

- ~4,000–5,000 lumens to replace 100W HPS Cobra-head
- ~7,000–8,800 lumens to replace 150W HPS Cobra-head
- ~8,500–11,500 lumens to replace 200W HPS Cobra-head
- ~11,500–14,000 lumens to replace 250W HPS Cobra-head
- ~21,000–28,000 lumens to replace 400W HPS Cobra-head

**Note:** Actual replacement lumens may vary based upon mounting height, pole spacing, design criteria, etc.

# Ordering Number Logic

## Evolve™ LED Streetlight (ERL1)



**ERL1**

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>L</b> = Local <b>1</b> = Single Module	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480*	<b>02*</b> <b>03</b> <b>04</b> <b>05</b> <b>06</b> <b>07</b> <b>08</b> <b>09</b>	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide)	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.*	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>A</b> = 4 Bolt Slipfitter † <b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>I</b> = IP66 Optical <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>U</b> = Universal DALI Programmable +^ <b>X</b> = Single Package # <b>Y</b> = Coastal Finish * <b>XXX</b> = Special Options
	* Not available with Fusing. Must choose a discreet voltage with F option.	See Data Table for more information. *120V only, not compatible with 0-10V dimming.	See Data Table for more information		* PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.		† Contact manufacturer for Lead-Time. # Std Packaging = 20 units per container. * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^ Not available in 347V, 480V or 347-480V for Lumen Level 07 and 08.

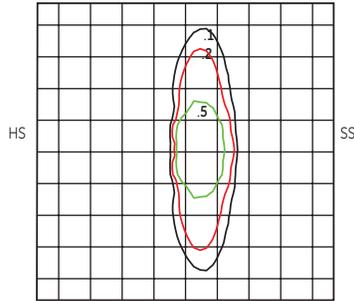
PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE		BUG RATING		IES FILE NUMBER							
			4000K	3000K	120-277V	347-480V	4000K	3000K	4000K		3000K					
									120-277V	347-480V	120-277V	347-480V				
ERL1	02	A1	1900	1800	15	N/A	B1-U0-G1	B1-U0-G1	ERL1_02A140	-120VIES	N/A	ERL1_02A130	-120VIES	N/A		
ERL1		B1	1900	1800			B1-U0-G1	B1-U0-G1	ERL1_02B140	-120VIES	N/A	ERL1_02B130	-120VIES	N/A		
ERL1		C1	2000	1900			B1-U0-G1	B1-U0-G1	ERL1_02C140	-120VIES	N/A	ERL1_02C130	-120VIES	N/A		
ERL1		D1	1900	1800			B1-U0-G0	B1-U0-G0	ERL1_02D140	-120VIES	N/A	ERL1_02D130	-120VIES	N/A		
ERL1		E1	2000	1900			B1-U0-G0	B1-U0-G0	ERL1_02E140	-120VIES	N/A	ERL1_02E130	-120VIES	N/A		
ERL1		F1	2000	1900			B1-U0-G1	B1-U0-G1	ERL1_02F140	-120VIES	N/A	ERL1_02F130	-120VIES	N/A		
ERL1		G1	2000	1900			B1-U0-G1	B1-U0-G1	ERL1_02G140	-120VIES	N/A	ERL1_02G130	-120VIES	N/A		
ERL1	03	A1	2800	2700	25	28	B1-U0-G1	B1-U0-G1	ERL1_03A140	-120-277VIES	ERL1_03A140	-347-480VIES	ERL1_03A130	-120-277VIES	ERL1_03A130	-347-480VIES
ERL1		B1	2900	2800			B1-U0-G1	B1-U0-G1	ERL1_03B140	-120-277VIES	ERL1_03B140	-347-480VIES	ERL1_03B130	-120-277VIES	ERL1_03B130	-347-480VIES
ERL1		C1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03C140	-120-277VIES	ERL1_03C140	-347-480VIES	ERL1_03C130	-120-277VIES	ERL1_03C130	-347-480VIES
ERL1		D1	2900	2800			B1-U0-G1	B1-U0-G1	ERL1_03D140	-120-277VIES	ERL1_03D140	-347-480VIES	ERL1_03D130	-120-277VIES	ERL1_03D130	-347-480VIES
ERL1		E1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03E140	-120-277VIES	ERL1_03E140	-347-480VIES	ERL1_03E130	-120-277VIES	ERL1_03E130	-347-480VIES
ERL1		F1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03F140	-120-277VIES	ERL1_03F140	-347-480VIES	ERL1_03F130	-120-277VIES	ERL1_03F130	-347-480VIES
ERL1		G1	3000	2900			B1-U0-G1	B1-U0-G1	ERL1_03G140	-120-277VIES	ERL1_03G140	-347-480VIES	ERL1_03G130	-120-277VIES	ERL1_03G130	-347-480VIES
ERL1	04	A1	3800	3700	32	35	B1-U0-G1	B1-U0-G1	ERL1_04A140	-120-277VIES	ERL1_04A140	-347-480VIES	ERL1_04A130	-120-277VIES	ERL1_04A130	-347-480VIES
ERL1		B1	3900	3800			B1-U0-G1	B1-U0-G1	ERL1_04B140	-120-277VIES	ERL1_04B140	-347-480VIES	ERL1_04B130	-120-277VIES	ERL1_04B130	-347-480VIES
ERL1		C1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04C140	-120-277VIES	ERL1_04C140	-347-480VIES	ERL1_04C130	-120-277VIES	ERL1_04C130	-347-480VIES
ERL1		D1	3900	3800			B1-U0-G1	B1-U0-G1	ERL1_04D140	-120-277VIES	ERL1_04D140	-347-480VIES	ERL1_04D130	-120-277VIES	ERL1_04D130	-347-480VIES
ERL1		E1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04E140	-120-277VIES	ERL1_04E140	-347-480VIES	ERL1_04E130	-120-277VIES	ERL1_04E130	-347-480VIES
ERL1		F1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04F140	-120-277VIES	ERL1_04F140	-347-480VIES	ERL1_04F130	-120-277VIES	ERL1_04F130	-347-480VIES
ERL1		G1	4000	3900			B1-U0-G1	B1-U0-G1	ERL1_04G140	-120-277VIES	ERL1_04G140	-347-480VIES	ERL1_04G130	-120-277VIES	ERL1_04G130	-347-480VIES
ERL1	05	A1	4800	4600	41	45	B2-U0-G1	B2-U0-G1	ERL1_05A140	-120-277VIES	ERL1_05A140	-347-480VIES	ERL1_05A130	-120-277VIES	ERL1_05A130	-347-480VIES
ERL1		B1	4800	4600			B2-U0-G1	B2-U0-G1	ERL1_05B140	-120-277VIES	ERL1_05B140	-347-480VIES	ERL1_05B130	-120-277VIES	ERL1_05B130	-347-480VIES
ERL1		C1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05C140	-120-277VIES	ERL1_05C140	-347-480VIES	ERL1_05C130	-120-277VIES	ERL1_05C130	-347-480VIES
ERL1		D1	4800	4600			B1-U0-G1	B1-U0-G1	ERL1_05D140	-120-277VIES	ERL1_05D140	-347-480VIES	ERL1_05D130	-120-277VIES	ERL1_05D130	-347-480VIES
ERL1		E1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05E140	-120-277VIES	ERL1_05E140	-347-480VIES	ERL1_05E130	-120-277VIES	ERL1_05E130	-347-480VIES
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ERL1		G1	5000	4800			B2-U0-G1	B2-U0-G1	ERL1_05G140	-120-277VIES	ERL1_05G140	-347-480VIES	ERL1_05G130	-120-277VIES	ERL1_05G130	-347-480VIES
ERL1	06	A1	5700	5500	53	58	B2-U0-G1	B2-U0-G1	ERL1_06A140	-120-277VIES	ERL1_06A140	-347-480VIES	ERL1_06A130	-120-277VIES	ERL1_06A130	-347-480VIES
ERL1		B1	5800	5600			B2-U0-G1	B2-U0-G1	ERL1_06B140	-120-277VIES	ERL1_06B140	-347-480VIES	ERL1_06B130	-120-277VIES	ERL1_06B130	-347-480VIES
ERL1		C1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06C140	-120-277VIES	ERL1_06C140	-347-480VIES	ERL1_06C130	-120-277VIES	ERL1_06C130	-347-480VIES
ERL1		D1	5800	5600			B1-U0-G1	B1-U0-G1	ERL1_06D140	-120-277VIES	ERL1_06D140	-347-480VIES	ERL1_06D130	-120-277VIES	ERL1_06D130	-347-480VIES
ERL1		E1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06E140	-120-277VIES	ERL1_06E140	-347-480VIES	ERL1_06E130	-120-277VIES	ERL1_06E130	-347-480VIES
ERL1		F1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06F140	-120-277VIES	ERL1_06F140	-347-480VIES	ERL1_06F130	-120-277VIES	ERL1_06F130	-347-480VIES
ERL1		G1	6000	5800			B2-U0-G1	B2-U0-G1	ERL1_06G140	-120-277VIES	ERL1_06G140	-347-480VIES	ERL1_06G130	-120-277VIES	ERL1_06G130	-347-480VIES
ERL1	07	A1	6700	6500	67		B2-U0-G2	B2-U0-G2		ERL1_07A140	_JES		ERL1_07A130	_JES		
ERL1		B1	6800	6600			B2-U0-G1	B2-U0-G1		ERL1_07B140	_JES		ERL1_07B130	_JES		
ERL1		C1	7000	6800			B2-U0-G1	B2-U0-G1		ERL1_07C140	_JES		ERL1_07C130	_JES		
ERL1		D1	6800	6600			B2-U0-G1	B2-U0-G1		ERL1_07D140	_JES		ERL1_07D130	_JES		
ERL1		E1	7000	6800			B2-U0-G1	B2-U0-G1		ERL1_07E140	_JES		ERL1_07E130	_JES		
ERL1		F1	7000	6800			B2-U0-G2	B2-U0-G2		ERL1_07F140	_JES		ERL1_07F130	_JES		
ERL1		G1	7000	6800			B2-U0-G2	B2-U0-G2		ERL1_07G140	_JES		ERL1_07G130	_JES		
ERL1	08	A1	8200	8000	88		B2-U0-G2	B2-U0-G2		ERL1_08A140	_JES		ERL1_08A130	_JES		
ERL1		B1	8300	8100			B2-U0-G1	B2-U0-G1		ERL1_08B140	_JES		ERL1_08B130	_JES		
ERL1		C1	8500	8200			B2-U0-G1	B2-U0-G1		ERL1_08C140	_JES		ERL1_08C130	_JES		
ERL1		D1	8300	8100			B2-U0-G1	B2-U0-G1		ERL1_08D140	_JES		ERL1_08D130	_JES		
ERL1		E1	8500	8200			B2-U0-G1	B2-U0-G1		ERL1_08E140	_JES		ERL1_08E130	_JES		
ERL1		F1	8500	8200			B2-U0-G2	B2-U0-G2		ERL1_08F140	_JES		ERL1_08F130	_JES		
ERL1		G1	8500	8200			B2-U0-G2	B2-U0-G2		ERL1_08G140	_JES		ERL1_08G130	_JES		
ERL1	09	A1	8400	8100	90		B2-U0-G2	B2-U0-G2		ERL1_09A140	_JES		ERL1_09A130	_JES		
ERL1		B1	8500	8200			B2-U0-G1	B2-U0-G1		ERL1_09B140	_JES		ERL1_09B130	_JES		
ERL1		C1	8800	8400			B2-U0-G1	B2-U0-G1		ERL1_09C140	_JES		ERL1_09C130	_JES		
ERL1		D1	8500	8200			B2-U0-G2	B2-U0-G2		ERL1_09D140	_JES		ERL1_09D130	_JES		
ERL1		E1	8800	8400			B2-U0-G1	B2-U0-G1		ERL1_09E140	_JES		ERL1_09E130	_JES		
ERL1		F1	8800	8400			B2-U0-G2	B2-U0-G2		ERL1_09F140	_JES		ERL1_09F130	_JES		
ERL1		G1	8800	8400			B2-U0-G2	B2-U0-G2		ERL1_09G140	_JES		ERL1_09G130	_JES		

# Photometrics

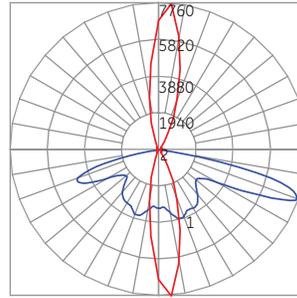
## Evolve™ LED Streetlight (ERL1)

### ERL1 Extra Narrow Asymmetric (08A1)

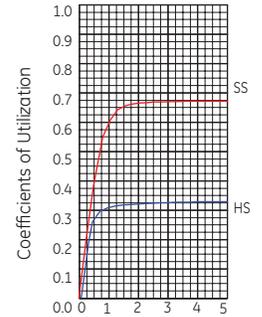
8,200 Lumens  
4000K  
ERL1\_08A140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



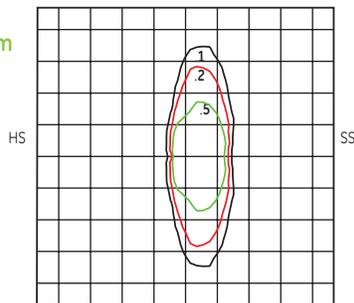
— Vertical plane through horizontal angle of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 70°



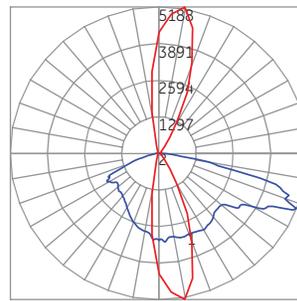
Coefficients of Utilization

### ERL1 Narrow Asymmetric Medium (08B1)

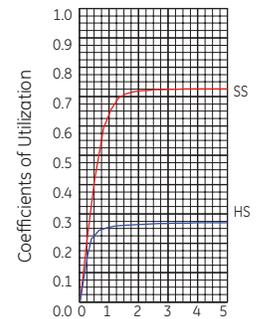
8,300 Lumens  
4000K  
ERL1\_08B140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



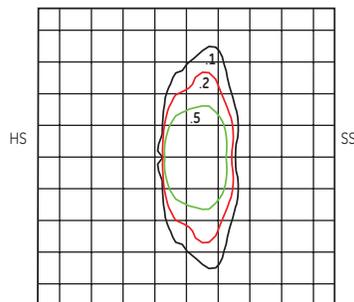
— Vertical plane through horizontal angle of maximum candlepower at 80°  
— Vertical plane through horizontal angle of 68°



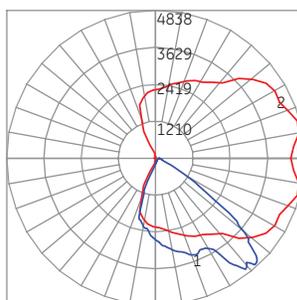
Coefficients of Utilization

### ERL1 Asymmetric Short (08C1)

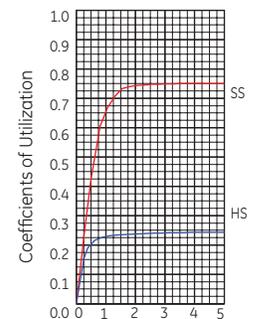
8,500 Lumens  
4000K  
ERL1\_08C140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



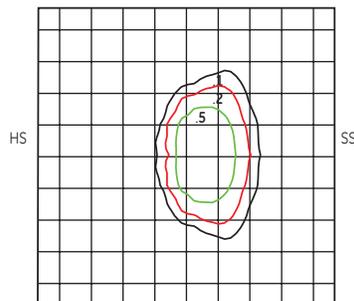
— Vertical plane through horizontal angle of maximum candlepower at 15°  
— Vertical plane through horizontal angle of 42°



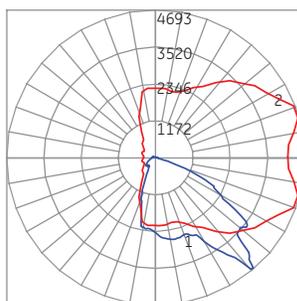
Coefficients of Utilization

### ERL1 Asymmetric Forward (08D1)

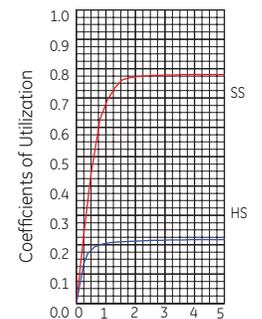
8,300 Lumens  
4000K  
ERL1\_08D140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 15°  
— Vertical plane through horizontal angle of 42°



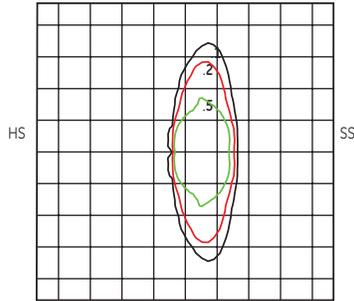
Coefficients of Utilization

# Photometrics

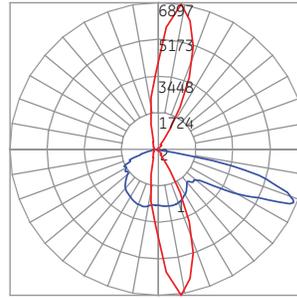
## Evolve™ LED Streetlight (ERL1)

### ERL1 Asymmetric Medium (08E1)

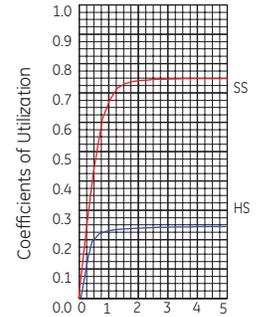
8,500 Lumens  
4000K  
ERL1\_08E140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



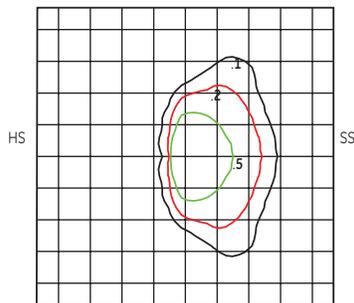
— Vertical plane through horizontal angle of maximum candlepower at 80°  
— Vertical plane through horizontal angle of 69°



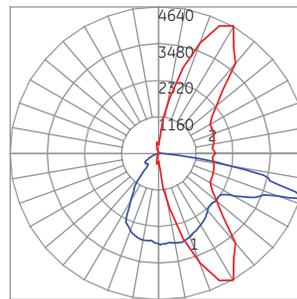
Street Width/Mounting Height

### ERL1 Asymmetric Wide (08F1)

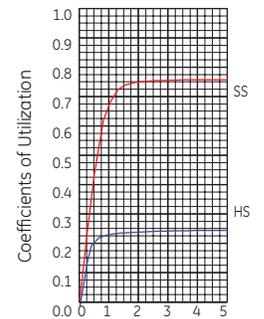
8,500 Lumens  
4000K  
ERL1\_08F140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



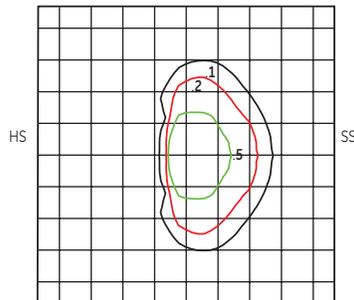
— Vertical plane through horizontal angle of maximum candlepower at 60°  
— Vertical plane through horizontal angle of 73°



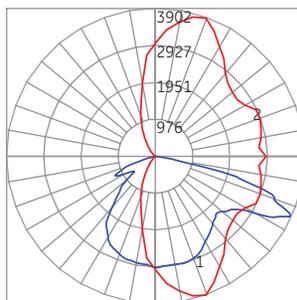
Street Width/Mounting Height

### ERL1 Asymmetric Extra Wide (08G1)

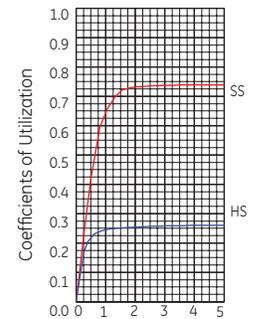
8,500 Lumens  
4000K  
ERL1\_08G140\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 70°  
— Vertical plane through horizontal angle of 66°



Street Width/Mounting Height

# Ordering Number Logic

## Evolve™ LED Streetlight (ERLH)



**E R L H**

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>L</b> = Local <b>H</b> = High Output	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480* * Not available with Fusing. Must choose a discreet voltage with F option.	<b>10</b> <b>11</b> <b>13</b> <b>14</b> <b>15</b> See Data Table for more information.	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide) See Data Table for more information	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>A</b> = 4 Bolt Slipfitter † <b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>I</b> = IP66 Optical <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>U</b> = Universal DALI Programmable + ^ <b>X</b> = Single Package # <b>Y</b> = Coastal Finish * <b>XXX</b> = Special Options † Contact manufacturer for Lead-Time. # Std Packaging = 20 units per container. * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^ Not available at 347V, 480V or 347-480V.

PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERLH	10	A1	9500	9100	90	B3-U0-G2	B3-U0-G2	ERLH_10A140_...IES	ERLH_10A130_...IES
ERLH		B1	9800	9500		B3-U0-G1	B2-U0-G1	ERLH_10B140_...IES	ERLH_10B130_...IES
ERLH		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERLH_10C140_...IES	ERLH_10C130_...IES
ERLH		D1	9800	9500		B2-U0-G2	B2-U0-G2	ERLH_10D140_...IES	ERLH_10D130_...IES
ERLH		E1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10E140_...IES	ERLH_10E130_...IES
ERLH		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10F140_...IES	ERLH_10F130_...IES
ERLH		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERLH_10G140_...IES	ERLH_10G130_...IES
ERLH	11	A1	10900	10500	108	B3-U0-G2	B3-U0-G2	ERLH_11A140_...IES	ERLH_11A130_...IES
ERLH		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERLH_11B140_...IES	ERLH_11B130_...IES
ERLH		C1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11C140_...IES	ERLH_11C130_...IES
ERLH		D1	11200	10800		B2-U0-G2	B2-U0-G2	ERLH_11D140_...IES	ERLH_11D130_...IES
ERLH		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11E140_...IES	ERLH_11E130_...IES
ERLH		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11F140_...IES	ERLH_11F130_...IES
ERLH		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERLH_11G140_...IES	ERLH_11G130_...IES
ERLH	13	A1	12300	11900	125	B3-U0-G2	B3-U0-G2	ERLH_13A140_...IES	ERLH_13A130_...IES
ERLH		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERLH_13B140_...IES	ERLH_13B130_...IES
ERLH		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13C140_...IES	ERLH_13C130_...IES
ERLH		D1	12700	12200		B3-U0-G2	B2-U0-G2	ERLH_13D140_...IES	ERLH_13D130_...IES
ERLH		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13E140_...IES	ERLH_13E130_...IES
ERLH		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13F140_...IES	ERLH_13F130_...IES
ERLH		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERLH_13G140_...IES	ERLH_13G130_...IES
ERLH	14	A1	13300	12800	139	B3-U0-G3	B3-U0-G3	ERLH_14A140_...IES	ERLH_14A130_...IES
ERLH		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERLH_14B140_...IES	ERLH_14B130_...IES
ERLH		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14C140_...IES	ERLH_14C130_...IES
ERLH		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERLH_14D140_...IES	ERLH_14D130_...IES
ERLH		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14E140_...IES	ERLH_14E130_...IES
ERLH		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14F140_...IES	ERLH_14F130_...IES
ERLH		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERLH_14G140_...IES	ERLH_14G130_...IES
ERLH	15	A1	14200	13700	161	B3-U0-G3	B3-U0-G3	ERLH_15A140_...IES	ERLH_15A130_...IES
ERLH		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERLH_15B140_...IES	ERLH_15B130_...IES
ERLH		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15C140_...IES	ERLH_15C130_...IES
ERLH		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERLH_15D140_...IES	ERLH_15D130_...IES
ERLH		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15E140_...IES	ERLH_15E130_...IES
ERLH		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15F140_...IES	ERLH_15F130_...IES
ERLH		G1	15000	14500		B3-U0-G2	B3-U0-G2	ERLH_15G140_...IES	ERLH_15G130_...IES

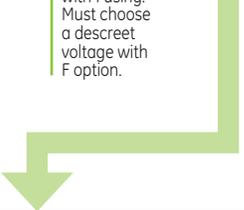
# Ordering Number Logic

## Evolve™ LED Streetlight (ERS1)



ERS1

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve <b>R</b> = Roadway <b>S</b> = Scalable <b>1</b> = Single Module	<b>0</b> = 120-277* <b>1</b> = 120 <b>2</b> = 208 <b>3</b> = 240 <b>4</b> = 277 <b>5</b> = 480 <b>D</b> = 347 <b>H</b> = 347-480* * Not available with Fusing. Must choose a discreet voltage with F option.	<b>10</b> <b>11</b> <b>13</b> <b>14</b> <b>15</b> See Data Table for more information.	<b>A1</b> = Extra Narrow Asymmetric <b>B1</b> = Narrow Asymmetric (Medium) <b>C1</b> = Asymmetric (Short) <b>D1</b> = Asymmetric Forward <b>E1</b> = Asymmetric (Medium) <b>F1</b> = Asymmetric (Wide) <b>G1</b> = Asymmetric (Extra Wide) See Data Table for more information	<b>X</b> = Not Applicable	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.* * PE Control Only available for 120-277V or 480V Discrete. Not available for 347-480V or 347V Discrete. <b>NOTE:</b> Dimming controls wired for 0-10V standard unless DALI option "U" requested.	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>T</b> = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2-2002 † <b>U</b> = Universal DALI Programmable+ <b>Y</b> = Coastal Finish* <b>XXX</b> = Special Options * Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time. + Compatible with LightGrid 2.0 nodes. ^Not available at 347V, 480V or 347-480V.



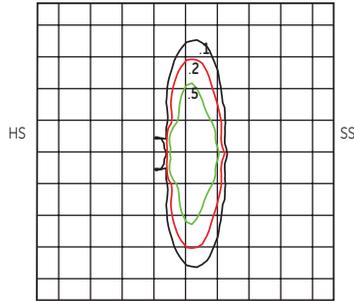
PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERS1	10	A1	9500	9200	90	B3-U0-G2	B3-U0-G2	ERS1_10A1X40_IES	ERS1_10A1X30_IES
ERS1		B1	9800	9500		B3-U0-G1	B2-U0-G1	ERS1_10B1X40_IES	ERS1_10B1X30_IES
ERS1		C1	10000	9600		B2-U0-G1	B2-U0-G1	ERS1_10C1X40_IES	ERS1_10C1X30_IES
ERS1		D1	9800	9500		B2-U0-G2	B2-U0-G2	ERS1_10D1X40_IES	ERS1_10D1X30_IES
ERS1		E1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10E1X40_IES	ERS1_10E1X30_IES
ERS1		F1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10F1X40_IES	ERS1_10F1X30_IES
ERS1		G1	10000	9600		B2-U0-G2	B2-U0-G2	ERS1_10G1X40_IES	ERS1_10G1X30_IES
ERS1	11	A1	10900	10500	108	B3-U0-G2	B3-U0-G2	ERS1_11A1X40_IES	ERS1_11A1X30_IES
ERS1		B1	11200	10800		B3-U0-G2	B3-U0-G1	ERS1_11B1X40_IES	ERS1_11B1X30_IES
ERS1		C1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11C1X40_IES	ERS1_11C1X30_IES
ERS1		D1	11200	10800		B2-U0-G2	B2-U0-G2	ERS1_11D1X40_IES	ERS1_11D1X30_IES
ERS1		E1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11E1X40_IES	ERS1_11E1X30_IES
ERS1		F1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11F1X40_IES	ERS1_11F1X30_IES
ERS1		G1	11500	11100		B3-U0-G2	B3-U0-G2	ERS1_11G1X40_IES	ERS1_11G1X30_IES
ERS1	13	A1	12300	11900	125	B3-U0-G2	B3-U0-G2	ERS1_13A1X40_IES	ERS1_13A1X30_IES
ERS1		B1	12700	12200		B3-U0-G2	B3-U0-G2	ERS1_13B1X40_IES	ERS1_13B1X30_IES
ERS1		C1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13C1X40_IES	ERS1_13C1X30_IES
ERS1		D1	12700	12200		B3-U0-G2	B2-U0-G2	ERS1_13D1X40_IES	ERS1_13D1X30_IES
ERS1		E1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13E1X40_IES	ERS1_13E1X30_IES
ERS1		F1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13F1X40_IES	ERS1_13F1X30_IES
ERS1		G1	13000	12500		B3-U0-G2	B3-U0-G2	ERS1_13G1X40_IES	ERS1_13G1X30_IES
ERS1	14	A1	13300	12800	139	B3-U0-G3	B3-U0-G3	ERS1_14A1X40_IES	ERS1_14A1X30_IES
ERS1		B1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14B1X40_IES	ERS1_14B1X30_IES
ERS1		C1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14C1X40_IES	ERS1_14C1X30_IES
ERS1		D1	13700	13200		B3-U0-G2	B3-U0-G2	ERS1_14D1X40_IES	ERS1_14D1X30_IES
ERS1		E1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14E1X40_IES	ERS1_14E1X30_IES
ERS1		F1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14F1X40_IES	ERS1_14F1X30_IES
ERS1		G1	14000	13500		B3-U0-G2	B3-U0-G2	ERS1_14G1X40_IES	ERS1_14G1X30_IES
ERS1	15	A1	14200	13700	161	B3-U0-G3	B3-U0-G3	ERS1_15A1X40_IES	ERS1_15A1X30_IES
ERS1		B1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15B1X40_IES	ERS1_15B1X30_IES
ERS1		C1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15C1X40_IES	ERS1_15C1X30_IES
ERS1		D1	14700	14200		B3-U0-G2	B3-U0-G2	ERS1_15D1X40_IES	ERS1_15D1X30_IES
ERS1		E1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15E1X40_IES	ERS1_15E1X30_IES
ERS1		F1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15F1X40_IES	ERS1_15F1X30_IES
ERS1		G1	15000	14500		B3-U0-G2	B3-U0-G2	ERS1_15G1X40_IES	ERS1_15G1X30_IES

# Photometrics

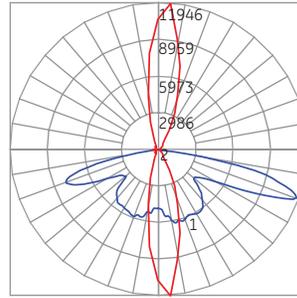
## Evolve™ LED Streetlight (ERLH and ERS1)

### ERLH and ERS1 Extra Narrow Asymmetric (15A1)

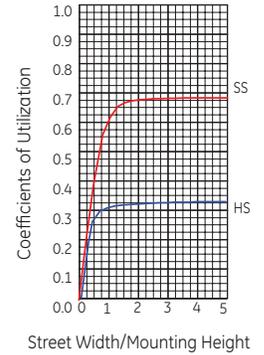
14,200 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

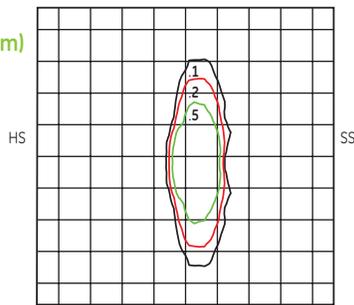


— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°

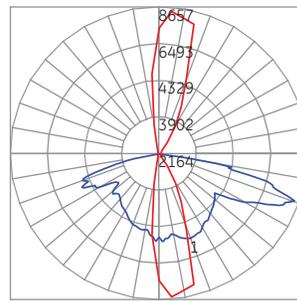


### ERLH and ERS1 Narrow Asymmetric (Medium) (15B1)

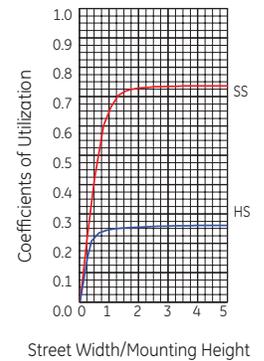
14,700 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

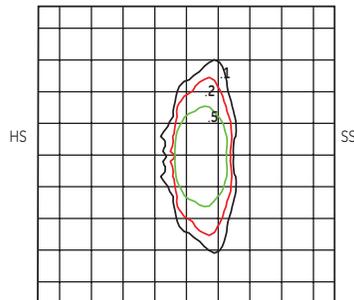


— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°

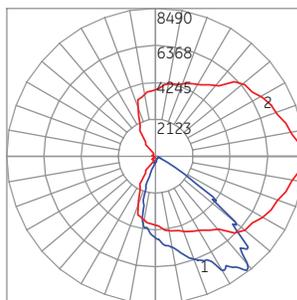


### ERLH and ERS1 Asymmetric Short (15C1)

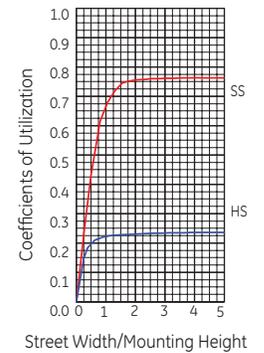
15,000 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade

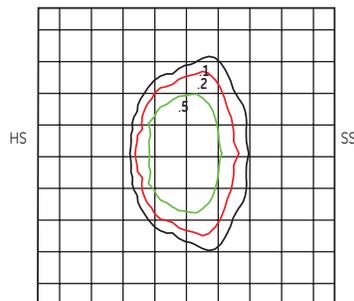


— Vertical plane through horizontal angle  
of maximum candlepower at 0°  
— Vertical plane through horizontal angle of 38°

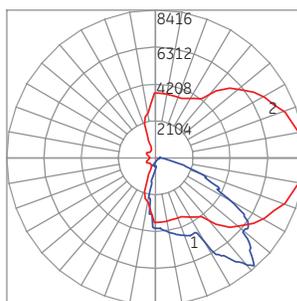


### ERLH and ERS1 Asymmetric Forward (15D1)

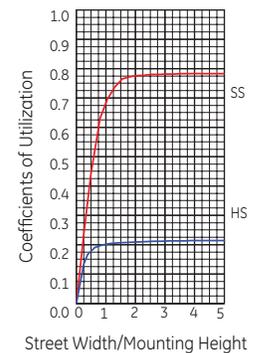
14,700 Lumens  
4000K



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 5°  
— Vertical plane through horizontal angle of 41°

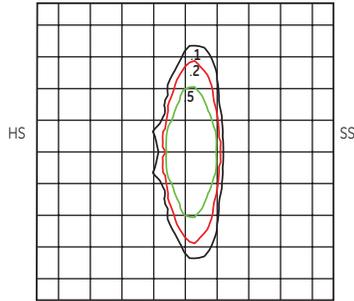


# Photometrics

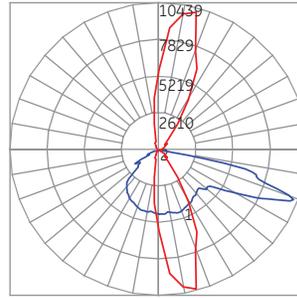
## Evolve™ LED Streetlight (ERLH and ERS1)

### ERLH and ERS1 Asymmetric Medium (15E1)

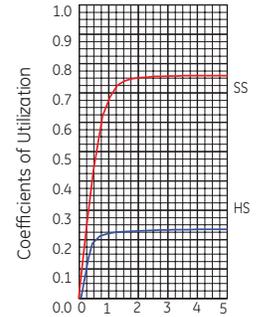
15,000 Lumens  
4000K



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



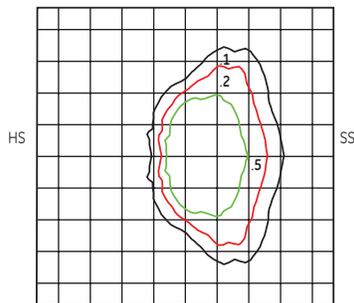
— Vertical plane through horizontal angle of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 70°



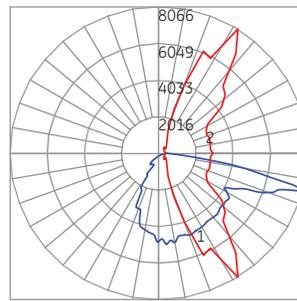
Street Width/Mounting Height

### ERLH and ERS1 Asymmetric Wide (15F1)

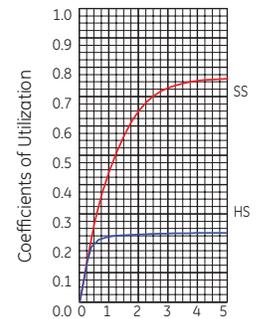
15,000 Lumens  
4000K



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



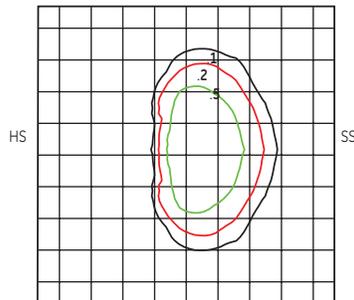
— Vertical plane through horizontal angle of maximum candlepower at 60°  
— Vertical plane through horizontal angle of 75°



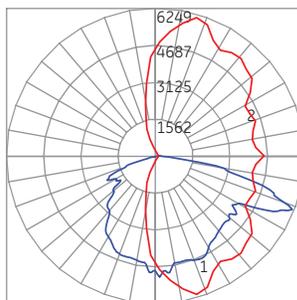
Street Width/Mounting Height

### ERLH and ERS1 Asymmetric Extra Wide (15G1)

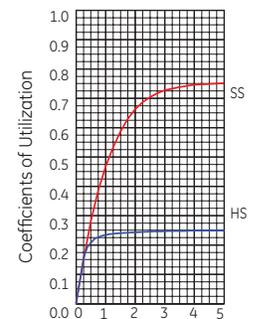
15,000 Lumens  
4000K



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



— Vertical plane through horizontal angle of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 68°



Street Width/Mounting Height

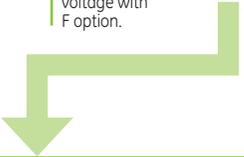
# Ordering Number Logic

## Evolve™ LED Streetlight (ERS2)



**ERS2**

PROD. ID	VOLTAGE	LUMEN OUTPUT	DISTRIBUTION	DRIVE CURRENT	CCT	CONTROLS	COLOR	OPTIONS
<b>E</b> = Evolve	<b>0</b> = 120-277*	<b>16</b>	<b>A1</b> = Extra Narrow Asymmetric	<b>X</b> = Not Applicable	<b>30</b> = 3000K <b>40</b> = 4000K	<b>A</b> = ANSI C136.41 7-pin <b>D</b> = ANSI C136.41 7-pin receptacle with Shorting Cap <b>E</b> = ANSI C136.41 7-pin Receptacle with non-Dimming PE Control.*	<b>GRAY</b> = Gray <b>BLCK</b> = Black <b>DKBZ</b> = Dark Bronze	<b>A</b> = 4 Bolt Slipfitter † <b>F</b> = Fusing <b>G</b> = Internal Bubble Level <b>L</b> = Tool-Less Entry <b>R</b> = Optional Secondary Enhanced Surge Protection (10kV/5kA) <b>T</b> = 20kV/10kA Surge Protection per IEEE/ANSI C62.41.2-2002 † <b>U</b> = Universal DALI Programmable + ^ <b>Y</b> = Coastal Finish* <b>XXX</b> = Special Options
<b>R</b> = Roadway	<b>1</b> = 120	<b>18</b>	<b>B1</b> = Narrow Asymmetric (Medium)					† Contact manufacturer for Lead-Time.
<b>S</b> = Scalable	<b>2</b> = 208	<b>19</b>	<b>C1</b> = Asymmetric (Short)					* Recommended for installations within 1 mile from the coast. Contact Factory for Lead-Time.
<b>2</b> = Double Module	<b>3</b> = 240	<b>21</b>	<b>D1</b> = Asymmetric Forward					+ Compatible with LightGrid 2.0 nodes.
	<b>4</b> = 277	<b>23</b>	<b>E1</b> = Asymmetric (Medium)					^ Not available at 347V, 480V or 347-480V.
	<b>5</b> = 480	<b>25</b>	<b>F1</b> = Asymmetric (Wide)					
	<b>D</b> = 347	<b>27</b>	<b>G1</b> = Asymmetric (Extra Wide)					
	<b>H</b> = 347-480*	<b>28</b>						
	* Not available with Fusing. Must choose a discreet voltage with F option.		See Data Table for more information.					
			See Data Table for more information.					
			See Data Table for more information.					
			See Data Table for more information.					



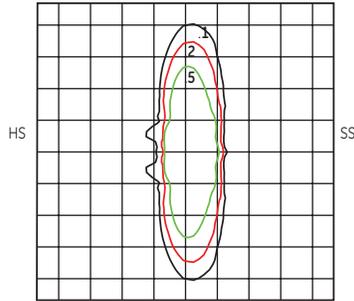
PRODUCT ID	LUMEN OUTPUT	DISTRIBUTION	TYPICAL INITIAL LUMENS		TYPICAL SYSTEM WATTAGE	BUG RATING		IES FILE NUMBER	
			4000K	3000K		4000K	3000K	4000K	3000K
ERS2	16	A1	15200	14700	132	B3-U0-G3	B3-U0-G3	ERS2_16A1X40	ERS2_16A1X30
ERS2		B1	15700	15100		B3-U0-G2	B3-U0-G2	ERS2_16B1X40	ERS2_16B1X30
ERS2		C1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16C1X40	ERS2_16C1X30
ERS2		D1	15700	15100		B3-U0-G2	B3-U0-G2	ERS2_16D1X40	ERS2_16D1X30
ERS2		E1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16E1X40	ERS2_16E1X30
ERS2		F1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16F1X40	ERS2_16F1X30
ERS2		G1	16000	15400		B3-U0-G2	B3-U0-G2	ERS2_16G1X40	ERS2_16G1X30
ERS2		B1	17100	16500		157	B3-U0-G3	B3-U0-G3	ERS2_18A1X40
ERS2	B1	17600	17000	B3-U0-G2	B3-U0-G2		ERS2_18B1X40	ERS2_18B1X30	
ERS2	C1	18000	17400	B3-U0-G2	B3-U0-G2		ERS2_18C1X40	ERS2_18C1X30	
ERS2	D1	17600	17000	B3-U0-G2	B3-U0-G2		ERS2_18D1X40	ERS2_18D1X30	
ERS2	E1	18000	17400	B3-U0-G2	B3-U0-G2		ERS2_18E1X40	ERS2_18E1X30	
ERS2	F1	18000	17400	B3-U0-G3	B3-U0-G2		ERS2_18F1X40	ERS2_18F1X30	
ERS2	G1	18000	17400	B3-U0-G2	B3-U0-G2		ERS2_18G1X40	ERS2_18G1X30	
ERS2	A1	18000	17400	162	B3-U0-G3		B3-U0-G3	ERS2_19A1X40	ERS2_19A1X30
ERS2	B1	18600	17900		B3-U0-G2	B3-U0-G2	ERS2_19B1X40	ERS2_19B1X30	
ERS2	C1	19000	18300		B3-U0-G2	B3-U0-G2	ERS2_19C1X40	ERS2_19C1X30	
ERS2	D1	18600	17900		B3-U0-G2	B3-U0-G2	ERS2_19D1X40	ERS2_19D1X30	
ERS2	E1	19000	18300		B3-U0-G2	B3-U0-G2	ERS2_19E1X40	ERS2_19E1X30	
ERS2	F1	19000	18300		B3-U0-G3	B3-U0-G3	ERS2_19F1X40	ERS2_19F1X30	
ERS2	G1	19000	18300		B3-U0-G3	B3-U0-G2	ERS2_19G1X40	ERS2_19G1X30	
ERS2	A1	20000	19300		193	B3-U0-G3	B3-U0-G3	ERS2_21A1X40	ERS2_21A1X30
ERS2	B1	20600	19900	B3-U0-G2		B3-U0-G2	ERS2_21B1X40	ERS2_21B1X30	
ERS2	C1	21000	20300	B3-U0-G2		B3-U0-G2	ERS2_21C1X40	ERS2_21C1X30	
ERS2	D1	20600	19900	B3-U0-G2		B3-U0-G2	ERS2_21D1X40	ERS2_21D1X30	
ERS2	E1	21000	20300	B3-U0-G2		B3-U0-G2	ERS2_21E1X40	ERS2_21E1X30	
ERS2	F1	21000	20300	B3-U0-G3		B3-U0-G3	ERS2_21F1X40	ERS2_21F1X30	
ERS2	G1	21000	20300	B3-U0-G3		B3-U0-G3	ERS2_21G1X40	ERS2_21G1X30	
ERS2	A1	21900	21100	219		B4-U0-G3	B3-U0-G3	ERS2_23A1X40	ERS2_23A1X30
ERS2	B1	22500	21700		B3-U0-G3	B3-U0-G2	ERS2_23B1X40	ERS2_23B1X30	
ERS2	C1	23000	22200		B3-U0-G2	B3-U0-G2	ERS2_23C1X40	ERS2_23C1X30	
ERS2	D1	22500	21700		B3-U0-G2	B3-U0-G2	ERS2_23D1X40	ERS2_23D1X30	
ERS2	E1	23000	22200		B3-U0-G2	B3-U0-G2	ERS2_23E1X40	ERS2_23E1X30	
ERS2	F1	23000	22200		B3-U0-G3	B3-U0-G3	ERS2_23F1X40	ERS2_23F1X30	
ERS2	G1	23000	22200		B3-U0-G3	B3-U0-G3	ERS2_23G1X40	ERS2_23G1X30	
ERS2	A1	23800	23000		243	B4-U0-G3	B4-U0-G3	ERS2_25A1X40	ERS2_25A1X30
ERS2	B1	24500	23600	B4-U0-G3		B3-U0-G3	ERS2_25B1X40	ERS2_25B1X30	
ERS2	C1	25000	24100	B3-U0-G2		B3-U0-G2	ERS2_25C1X40	ERS2_25C1X30	
ERS2	D1	24500	23600	B3-U0-G3		B3-U0-G3	ERS2_25D1X40	ERS2_25D1X30	
ERS2	E1	25000	24100	B3-U0-G3		B3-U0-G3	ERS2_25E1X40	ERS2_25E1X30	
ERS2	F1	25000	24100	B3-U0-G3		B3-U0-G3	ERS2_25F1X40	ERS2_25F1X30	
ERS2	G1	25000	24100	B3-U0-G3		B3-U0-G3	ERS2_25G1X40	ERS2_25G1X30	
ERS2	A1	25700	24800	275		B4-U0-G3	B4-U0-G3	ERS2_27A1X40	ERS2_27A1X30
ERS2	B1	26500	25600		B4-U0-G3	B4-U0-G3	ERS2_27B1X40	ERS2_27B1X30	
ERS2	C1	27000	26000		B4-U0-G3	B4-U0-G3	ERS2_27C1X40	ERS2_27C1X30	
ERS2	D1	26500	25600		B3-U0-G3	B3-U0-G3	ERS2_27D1X40	ERS2_27D1X30	
ERS2	E1	27000	26000		B4-U0-G3	B4-U0-G3	ERS2_27E1X40	ERS2_27E1X30	
ERS2	F1	27000	26000		B4-U0-G4	B4-U0-G3	ERS2_27F1X40	ERS2_27F1X30	
ERS2	G1	27000	26000		B4-U0-G3	B4-U0-G3	ERS2_27G1X40	ERS2_27G1X30	
ERS2	A1	26600	25600		280	B4-U0-G3	B4-U0-G3	ERS2_28A1X40	ERS2_28A1X30
ERS2	B1	27400	26400	B4-U0-G3		B4-U0-G3	ERS2_28B1X40	ERS2_28B1X30	
ERS2	C1	28000	26900	B4-U0-G3		B4-U0-G3	ERS2_28C1X40	ERS2_28C1X30	
ERS2	D1	27400	26400	B3-U0-G3		B3-U0-G3	ERS2_28D1X40	ERS2_28D1X30	
ERS2	E1	28000	26900	B4-U0-G3		B4-U0-G3	ERS2_28E1X40	ERS2_28E1X30	
ERS2	F1	28000	26900	B4-U0-G4		B4-U0-G3	ERS2_28F1X40	ERS2_28F1X30	
ERS2	G1	28000	26900	B4-U0-G4		B4-U0-G3	ERS2_28G1X40	ERS2_28G1X30	

# Photometrics

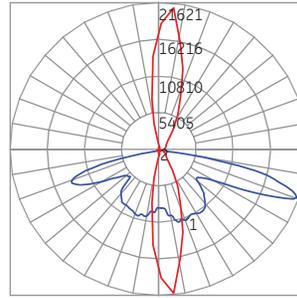
## Evolve™ LED Streetlight (ERS2)

### ERS2 Extra Narrow Asymmetric (27A1)

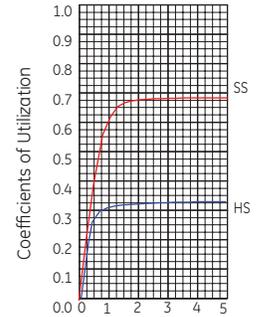
25,700 Lumens  
4000K  
ERS2\_27A1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



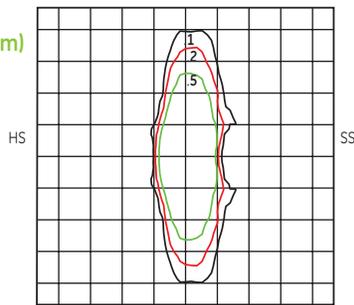
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°



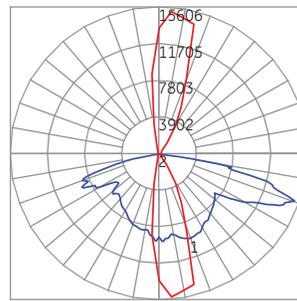
Coefficients of Utilization

### ERS2 Narrow Asymmetric (Medium) (27B1)

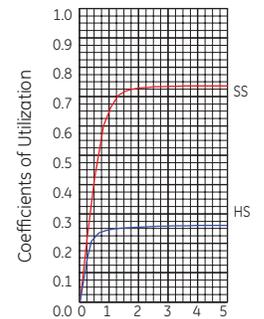
26,500 Lumens  
4000K  
ERS2\_27B1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



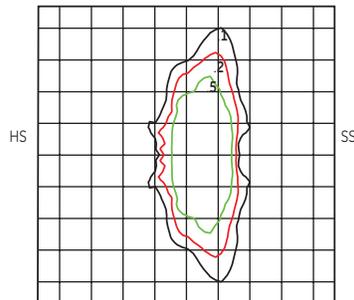
— Vertical plane through horizontal angle  
of maximum candlepower at 85°  
— Vertical plane through horizontal angle of 71°



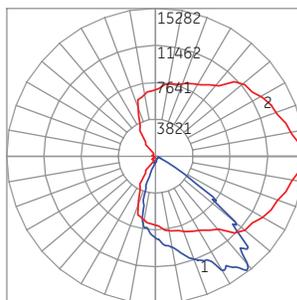
Coefficients of Utilization

### ERS2 Asymmetric Short (27C1)

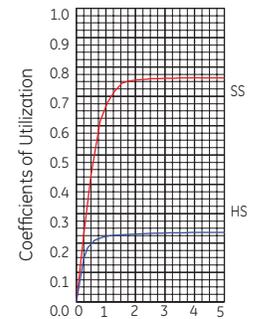
27,000 Lumens  
4000K  
ERS2\_27C1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



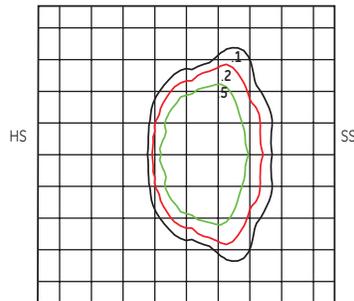
— Vertical plane through horizontal angle  
of maximum candlepower at 0°  
— Vertical plane through horizontal angle of 38°



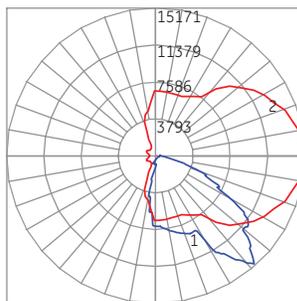
Coefficients of Utilization

### ERS2 Asymmetric Forward (27D1)

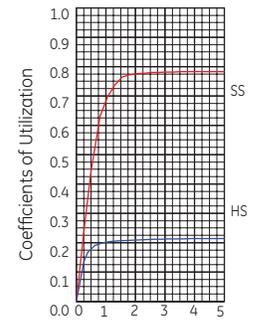
26,500 Lumens  
4000K  
ERS2\_27D1X40\_\_\_\_.IES



Grid Distance in Units of  
Mounting Height at 30' Initial  
Footcandle Values at Grade



— Vertical plane through horizontal angle  
of maximum candlepower at 5°  
— Vertical plane through horizontal angle of 41°



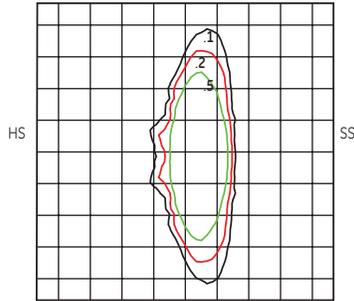
Coefficients of Utilization

# Photometrics

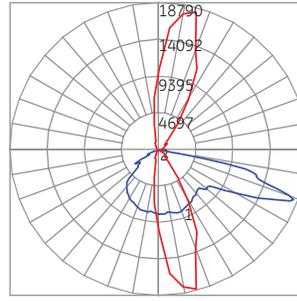
## Evolve™ LED Streetlight (ERS2)

### ERS2 Asymmetric Medium (27E1)

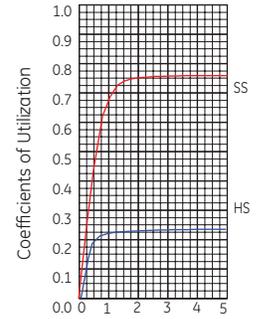
27,000 Lumens  
4000K  
ERS2\_27E1X40\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



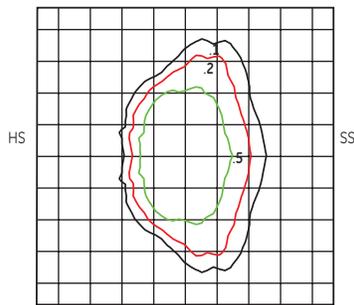
— Vertical plane through horizontal angle of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 70°



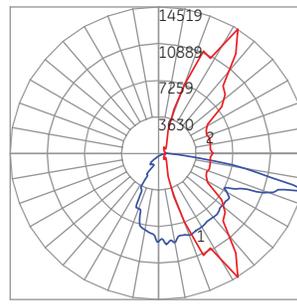
Street Width/Mounting Height

### ERS2 Asymmetric Wide (27F1)

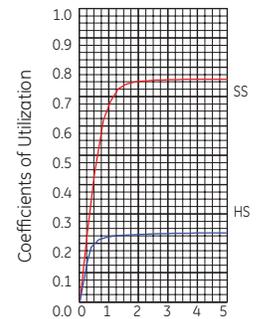
27,000 Lumens  
4000K  
ERS2\_27F1X40\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



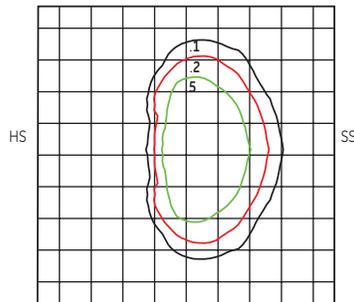
— Vertical plane through horizontal angle of maximum candlepower at 60°  
— Vertical plane through horizontal angle of 75°



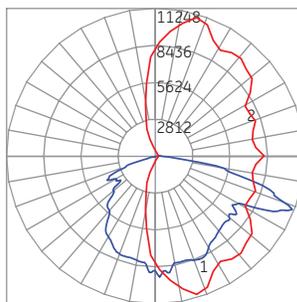
Street Width/Mounting Height

### ERS2 Asymmetric Extra Wide (27G1)

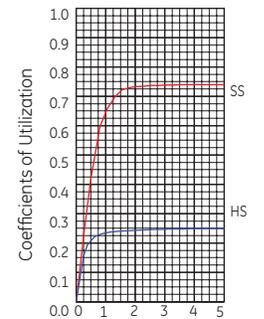
27,000 Lumens  
4000K  
ERS2\_27G1X40\_\_\_\_.IES



Grid Distance in Units of Mounting Height at 30' Initial Footcandle Values at Grade



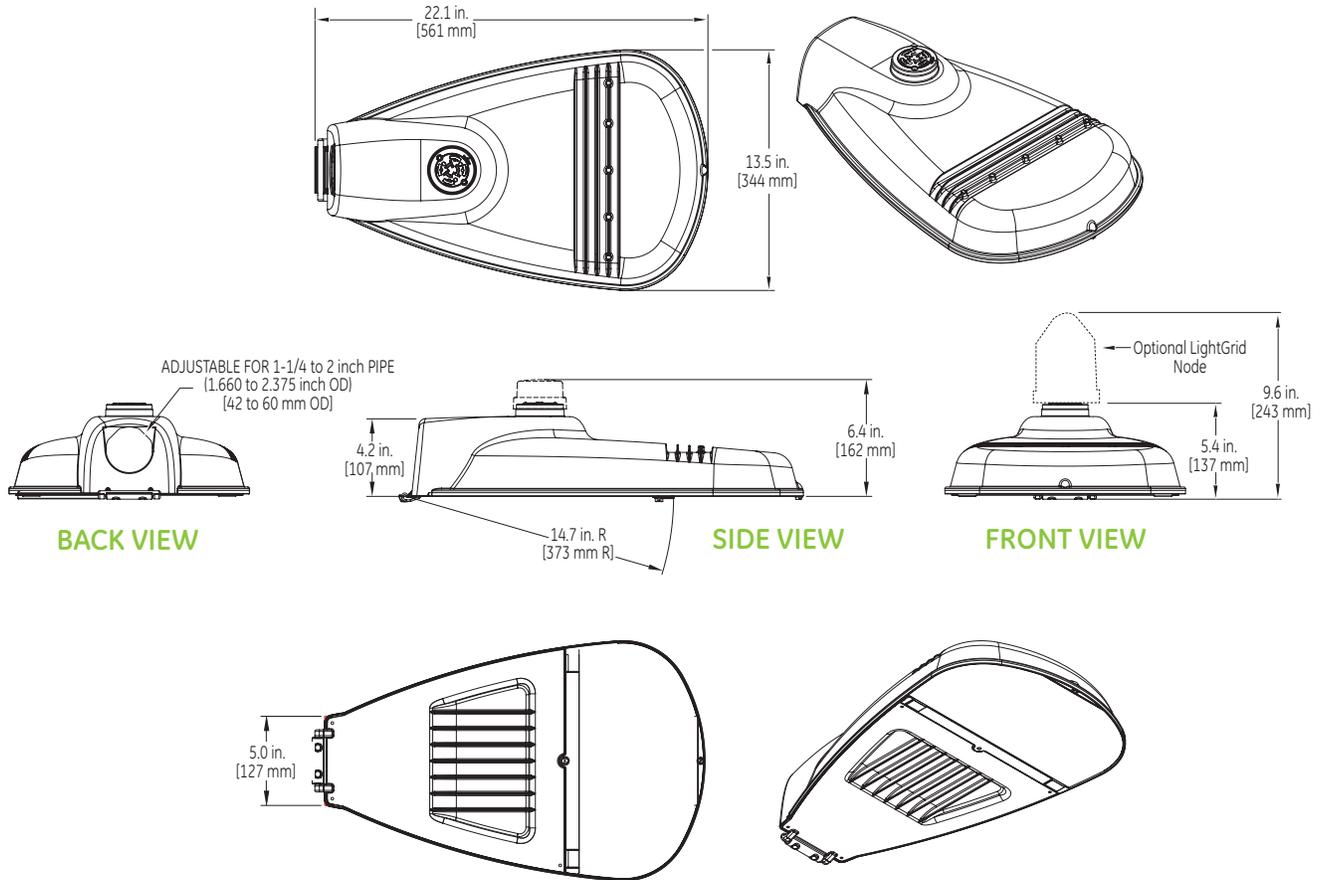
— Vertical plane through horizontal angle of maximum candlepower at 75°  
— Vertical plane through horizontal angle of 68°



Street Width/Mounting Height

# Product Dimensions

## Evolve™ LED Streetlight (ERL1)

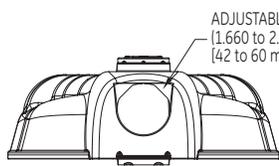
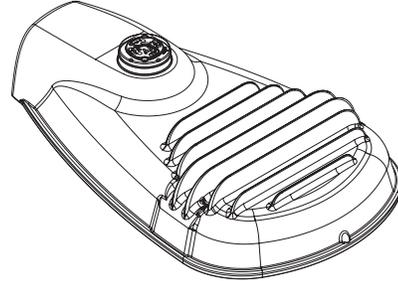
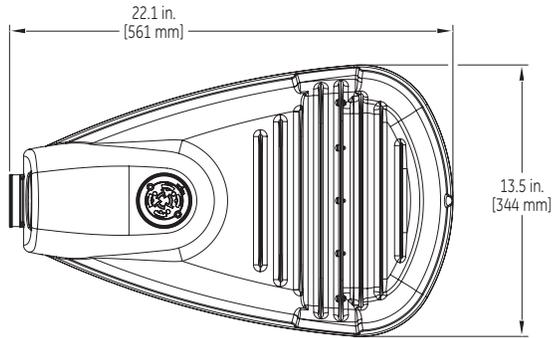


### DATA

- Approximate net weight: 12.4 lbs (5.6 kgs) - Without XFMR
- Approximate net weight: 15.5 lbs (7 kgs) - With XFMR
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

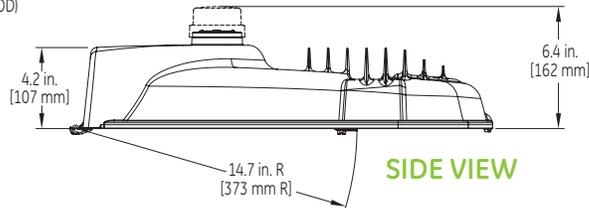
# Product Dimensions

## Evolve™ LED Streetlight (ERLH)

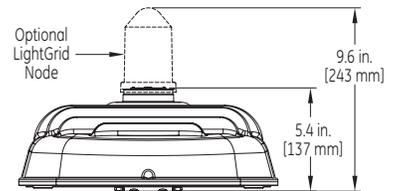


BACK VIEW

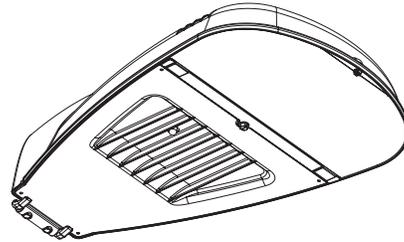
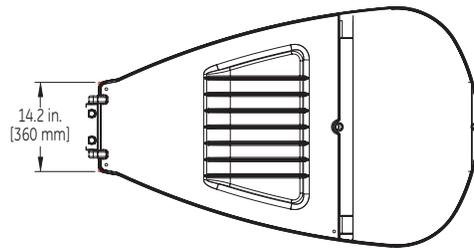
ADJUSTABLE FOR 1-1/4 to 2 inch PIPE  
(1.660 to 2.375 inch OD)  
(42 to 60 mm OD)



SIDE VIEW



FRONT VIEW

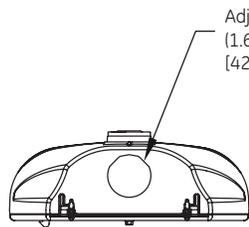
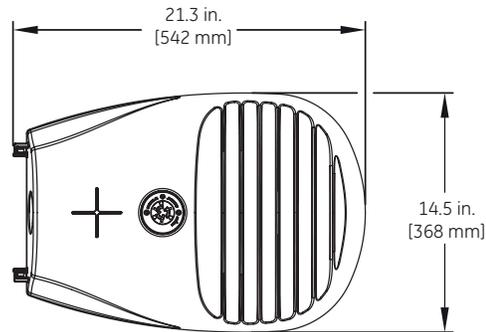


### DATA

- Approximate net weight: 15.15 lbs (6.9 kgs) - 2 Bolt Slipfitter
- Approximate net weight: 15.85 lbs (7.2 kgs) - 4 Bolt Slipfitter
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

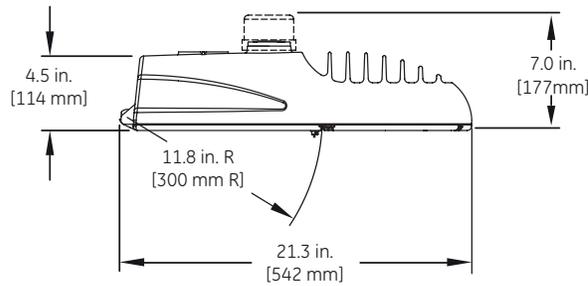
# Product Dimensions

## Evolve™ LED Streetlight (ERS1)

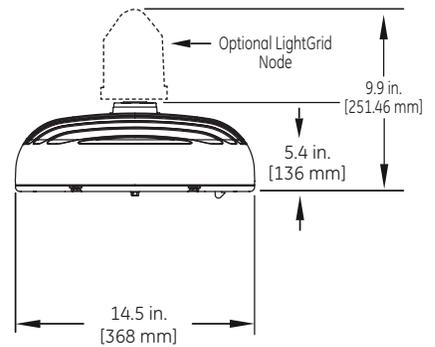


**BACK VIEW**

Adjustable for 1-1/4 to 2 in. mounting pipe  
(1.660 to 2.375 inch OD)  
(42 to 60 mm OD)



**SIDE VIEW**



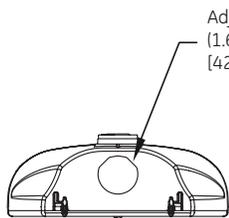
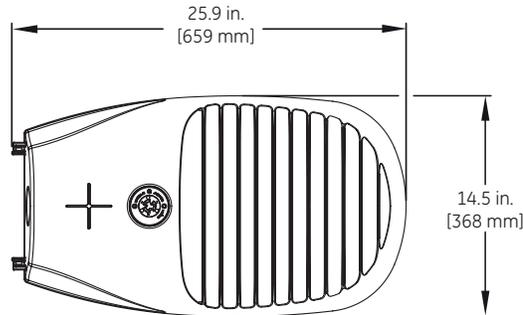
**FRONT VIEW**

**DATA**

- Approximate net weight: 20 lbs (9.1 kgs) to 25 lbs (11.4 kgs)
- Effective Projected Area (EPA): 0.5 sq ft max (0.046 sq m)

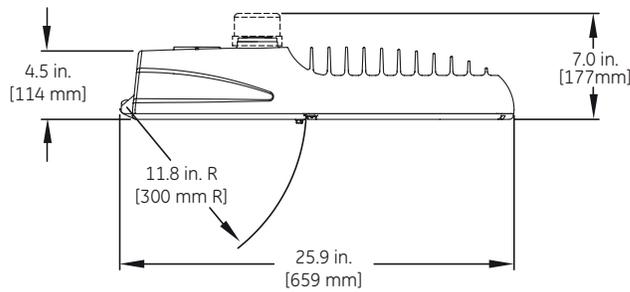
# Product Dimensions

## Evolve™ LED Streetlight (ERS2)

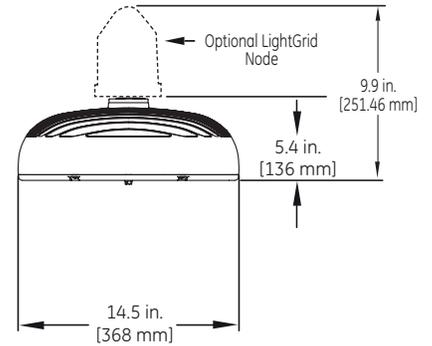


**BACK VIEW**

Adjustable for 1-1/4 to 2 in. mounting pipe  
 (1.660 to 2.375 inch OD)  
 (42 to 60 mm OD)



**SIDE VIEW**



**FRONT VIEW**

DATA	
	• Approximate net weight: 25 lbs (11.4 kgs) to 29 lbs (13.2 kgs)
	• Effective Projected Area (EPA): 0.7 sq ft max (0.065 sq m)



[www.gelighting.com](http://www.gelighting.com)

GE and the GE Monogram are trademarks of the General Electric Company. All other trademarks are the property of their respective owners. Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions. GE Lighting is a business of the General Electric Company.  
 © 2016 GE.

OLP3105 (Rev 04/22/16)

Project ..... Date .....  
 Catalog # ..... Prepared by .....  
 Luminaire Type .....  
 Comments .....

# LEDioc® - Hardwired LED Lamp Retrofit Engineered Solution

*Applications include: Street/Area, Historic Districts, City Parks & Recreation, Campuses, Glass Lens Post Tops, Plastic Lens Post Tops, Teardrop Pendants*

## Specification Features

### Construction

The LED retrofit kit includes a separate LED light source, LED driver and transient immunity device (TID). All three components are individually replaceable. The LED retrofit kit is capable of field adjusting the light center length of the LED light source to match the photometric light center length of the original luminaire.

### Mounting

LED lampholder is hardwire mounted on a clamp assembly and can be field adjustable. Medium and Mogul base designs are available.

### Optics

Designed for use in the existing HID post top and pendant mount luminaire optics. House-Friendly™ versions available with reduced house side lumens.

### Electrical

Constant Current Driver is 120-277V input, with 0-10V dimming capability, and the operating temperature is -30° to +60° C. The 25W lamp (28 system watts) along with the 37W lamp (41.5 system watts) driver has a 300mA output and the 57W lamp (63 system watts) driver has a 350mA output. Electrical components are mounted separately to allow for easy serviceability. Transient immunity device (TID) or surge protector supplied per system requirements.

### Reliability

The LEDioc lamp features cast aluminum passive thermal management, which allows air circulation around each LED module to ensure optimal lighting performance and long life.

### Warranty

See the EYE Lighting full Warranty and Terms and Conditions of Sale at [www.eyelighting.com](http://www.eyelighting.com).

## Order Guide

### CATALOG NUMBER

LEH - 25WH323 - 830 - HWD - XXXX - UNV - 1\*  
 LEH - 25WH323 - 840 - HWD - XXXX - UNV - 1\*  
 LEH - 25WH323 - 750 - HWD - XXXX - UNV - 1\*  
 LES - 37W333 - 830 - HWD - XXXX - UNV - 1\*  
 LES - 37W333 - 840 - HWD - XXXX - UNV - 1\*  
 LES - 37W333 - 750 - HWD - XXXX - UNV - 1\*  
 LEH - 37WH433 - 830 - HWD - XXXX - UNV - 1\*  
 LEH - 37WH433 - 840 - HWD - XXXX - UNV - 1\*  
 LEH - 37WH433 - 750 - HWD - XXXX - UNV - 1\*  
 LES - 57W443 - 830 - HWD - XXXX - UNV - 1\*  
 LES - 57W443 - 840 - HWD - XXXX - UNV - 1\*  
 LES - 57W443 - 750 - HWD - XXXX - UNV - 1\*

### DESCRIPTION

25W House-Friendly, 3-Sides, 2-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID  
 25W House-Friendly, 3-Sides, 2-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID  
 25W House-Friendly, 3-Sides, 2-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID  
 37W, 3-Sides, 3-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID  
 37W, 3-Sides, 3-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID  
 37W, 3-Sides, 3-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID  
 37W, House-Friendly, 4-Sides, 3-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID  
 37W, House-Friendly, 4-Sides, 3-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID  
 37W, House-Friendly, 4-Sides, 3-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID  
 57W, 4-Sides, 4-Sides Populated, 3000K, 84 CRI, Hardwired, 120-277V, standard TID  
 57W, 4-Sides, 4-Sides Populated, 4000K, 85 CRI, Hardwired, 120-277V, standard TID  
 57W, 4-Sides, 4-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID



Check the latest update at [www.DesignLights.org](http://www.DesignLights.org) for listed product catalog numbers. Hardwired versions are listed. Contact company for solution availability.

\* PLEASE NOTE

- Luminaire description "XXXX" to be completed by factory.

- Surge protector "-1\*" indicates a standard 3-wire unit rated 10KA with indicator light. Options are "-2\*" (a 2-wire unit rated 10KA with indicator light) or "-3\*" (a 3-wire unit rated 10KA with indicator light).

# LEDioc® - Hardwired LED Lamp Retrofit Engineered Solution

The complete LEDioc component kit includes: the exclusive patent pending EYE LEDioc lamp, driver, TID and mounting bracket for the specific luminaire. Installation is easy, thermal/mechanical compatibility is assured and lamp LCL is maintained, preserving the optics and photometric performance of the existing luminaire. Each solution includes luminaire-specific installation instructions for the installer. Other solutions available, contact the factory or visit [eyelighting.com](http://eyelighting.com) for other solutions.

**GE Town and Country**  
Model# T10C Series



**King Luminaire**  
Model # K118 series

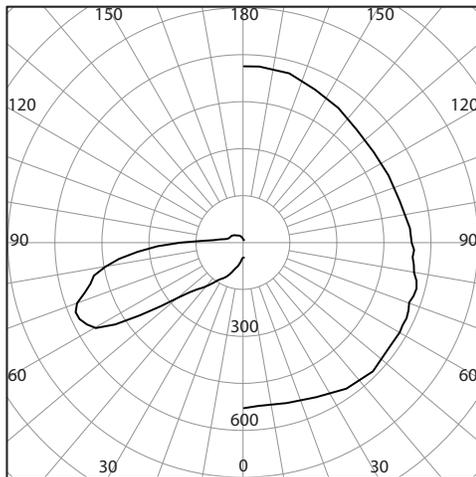


**Hadco**  
Model # R52 series

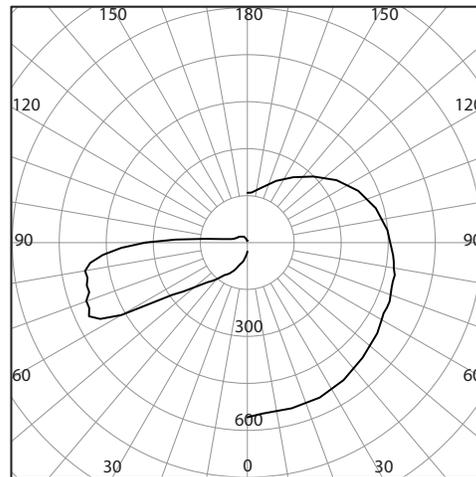


## Hardwire Photometrics

**37W STANDARD**



**25W HOUSE-FRIENDLY™**



\* Photometric distribution is based on Lexalite Lindy 424 per DLC specifications in a Type V distribution.

### NOTES:

- 1) Applications are subject to project performance evaluation and may be subject to thermal validation prior to installation.
- 2) Actual design will vary based on specific luminaire mounting requirements.
- 3) Lexalite Lindy 424, GE Town and Country, King Luminaire, and Hadco are trademarks owned by their respective company.

## EYE Lighting International of North America, Inc.

a division of Iwasaki Electric of Japan

9150 Hendricks Road  
Mentor, Ohio 44060

Tel: (888) 665-2677  
Fax: (440) 350-7001

[www.eyelighting.com](http://www.eyelighting.com)

## Attachment B: Resumes

Alex Valenti

Account Manager

## Summary

Currently Mr. Valenti serves as a technical expert and Business Development Manager for LED street light retrofit programs for Siemens Industry. This involves developing Investment Grade Assessments (IGA) for large municipal street light retrofit programs, performing energy analysis, and material specification, as well as working closely with our clients to ensure they are receiving the best possible service.

In previous employment Mr. Valenti worked as a Project Manager for Energy Solutions coordinating energy efficiency rebate programs and developing California building codes. This included managing large scale commercial lighting retrofits and facilitating the participation of California Investor Owned Utilities in building code development. Prior to Project Management, Mr. Valenti worked as a Researcher at Lawrence Berkeley National Laboratory assisting in the development of Federal lighting standards, and detailed economic, technical and market based analysis. Mr. Valenti also has four years experience as an Environmental Consultant for Environmental Health and Safety related projects.

## Education

- Professional Certification, Project Management, San Francisco State University
- Bachelor of Science, Environmental Science, University of California Berkeley
- Bachelor of Science Minor, Energy and Resources, University of California Berkeley

## Employment History

### 2014 - Present

Account Manager, Siemens Industry, Inc.

Responsibilities include:

- Primary contact with customer
- Siemens interface for contractual and finance issues
- Assist with time schedules
- Assist with documentation
- Assist with energy functions

### 2013 -2014

Project Manager, Energy Solutions

### 2012 – 2013

Research Associate, Lawrence Berkeley National Laboratory

2008 – 2012

Environmental Consultant, J. Stanley Consulting

## Reference Projects

### City of Huntington Beach, CA LED Street Light Retrofit

Role: Account Manager and IGA development

Project Details: Point of contact for the City, worked directly with City and field personnel on IGA and retrofit of approximately 12,000 streetlights.

Completed: IGA completed 2013, Phase 1 completed 2014, Phase 2 expected completion 2016.

### City of Rialto, CA LED Street Light Retrofit

Role: Account Manager and IGA development

Project Details: Point of contact for the City, worked with City to develop IGA for approximately 5,000 streetlights.

Completed: 2014, anticipating Phase 1 in 2016

## Certifications

- Project Management Certified

## Professional Associations

- Association of Energy Engineers

Piron Vossoughi

Project Manager

## Summary

Mr. Vossoughi has extensive project management experience with leadership in managing successful projects from proposal development through multifaceted design, product and implementation development and qualification phases to multi-year production programs. He is experienced in managing multiple teams and subcontracts while responsible for budget, delivery and technical performance of the project. Mr. Vossoughi also excels in project risk mitigation and planning.

## Education

Bachelor of Science, Manufacturing; Western Michigan University

## Employment History

### 2015 – Present

Project Manager, Siemens Industry, Inc

Responsibilities include:

- Management of client deliverables
- Budget management
- Supervision of field and office staff involved with project
- Client interface
- Lead client updates and meetings
- Manage timeline of project
- Create project data files
- Detail project implementation schedule and deliverables

### 2015

Project Manager, BAE Systems

### 2010-2013

Project Manager, Rix Industries

### 2008-2010

Project Manager, BAE Systems

### 2005-2008

Project Manager, Honeywell International

## Certifications

PMP Certified

Michael Hutchens

Area Operations Manager

## Summary

Mr. Hutchens has over 21 years of extensive experience in both the technical and construction-related aspects of the traffic signal and streetlight maintenance industry. He has served in many different capacities with increasing responsibility as he has shown himself thorough, professional and competent through the years from field laborer to foreman, field supervisor, technical support for US Traffic Corporation, and estimating, operations management, project management, and service account management.

## Education

## Employment History

### 2006 - Present

Siemens Industry, Inc.

2016- Present, Area Operations Manager

2010-2016, Sr. Service Account Manager

2006-2010, Operations Manager (formerly Republic ITS)

Responsibilities include:

- Management and scheduling of installation crews
- Coordinating installation with project manager and project plan
- Ensuring EH&S standards are met

### 2003 - 2006

Maintenance Operations Manager, Econolite Traffic Engineering & Maintenance

### 1998 – 2003

Chief Estimator, US Traffic Corporation

### 1994 – 1998

Utility Technician, PEEK Traffic/ Signal Maintenance, Inc.

## Reference Projects

### City of Irvine Signal Traffic Maintenance Services

Role: Service Account Manager

Project Details: Traffic signal maintenance for 338 intersections and 7 lighted crosswalks

Completed: Active contract

### City of Glendale Traffic Signal Maintenance Contract

Role: Service Account Manager

Project Details: Traffic signal maintenance for 238 intersections

Completed: Active contract

### City of Anaheim Traffic Signal Maintenance On-Call Services

Role: Service Account Manager

Project Details: Traffic signal maintenance on-call services for 400 intersections

Completed: Active contract

## Certifications

- IMSA Work Zone Safety Certified
- IMSA Level I, II, & III Traffic Signal Technician Certified

## Richard O'Hearn Jr., CEM

Senior Energy Engineer

### Summary

Mr. O'Hearn has over 7 years in the roadway lighting industry, focusing on turnkey & energy efficiency projects on the national level. He has acted as a consultant for a joint venture between the U.S. Dept. of Energy & the National Renewable Energy Labs, as the industry expert in roadway lighting data collection. Since joining Siemens Mr. O'Hearn has been involved in numerous energy analysis projects and has added rich value and expertise to each opportunity he has been assigned.

### Education

Post-Bachelors Program, Accounting; University of Massachusetts Dartmouth  
Bachelor of Science, International Business; Massachusetts Maritime Academy

### Employment History

#### 2014 – Present

Energy Engineer, Siemens Industry, Inc.

Responsibilities include:

- Utility analysis
- GIS data oversight
- Luminaire selection
- Energy calculations
- Utility bill adjustments
- Rebate calculations & applications
- Energy Assessments
- Investment Grade Audits
- Project Energy Management
- Guaranteed Energy Savings Analysis and Management

#### 2014 – 2014

Program Manager, Lighting Solutions, ConserVision Energy

#### 2012 – 2014

Sr. Project Manager, Phillips Lighting

#### 2007 – 2012

Applications Engineer, Speclines

### Reference Projects

#### City of Manchester Street Light Conversion

**Role:** Energy Engineer

**Project Details:** Street light conversion and maintenance contract for 9,000 lights

**Completed:** Active contract

### **City of New Bedford Street Light Conversion**

**Role:** Energy Engineer

**Project Details:** Street light conversion and maintenance contract for 10,000 lights

**Completed:** Active contract

### **Cape Light Compact Street Light Retrofit**

**Role:** Energy Engineer

**Project Details:** Streetlight retrofit for 8,100 lights for multiple cities

**Completed:** Active Contract

## **Other Experience Relevant to this Project**

AutoCAD, Lighting Design, Project Management, Facility Simulations

## **Certifications**

Certified Energy Manager (CEM), Association of Energy Engineers; 3/2013

AGi32: Emphasis on Roadway Lighting & Design, Lighting Analysis; 3/2010

## **Professional Associations**

Plymouth Energy Committee (Plymouth, MA), Committee Member; 6/2013 - Current

**Attachment C: Siemens Terms and Conditions**

# **SIEMENS PROJECTS BUSINESS STANDARD TERMS AND CONDITIONS**

## **PREAMBLE**

THESE STANDARD TERMS AND CONDITIONS, entered into by and between [\_\_\_\_\_], a [insert State/Province of incorporation of Buyer and entity type] ("Buyer") and **[Siemens entity entering into the Agreement]**, [insert State/Province of incorporation of Siemens entity and entity type] ("Siemens"), are effective as of the Effective Date hereof. These general terms and conditions incorporate the supplemental terms and conditions set forth in Attachment "A," as though Attachment "A" was fully set forth herein.

## **ARTICLE 1** **DEFINITIONS**

### 1.1 Definitions.

As used in this Agreement, the following terms have the meanings set forth below:

"Agreement" has the meaning set forth in Article 19.

"Affiliate" means, as to a specified Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the Person in question and, with respect to Siemens or Buyer, is not a competitor of, or in litigation or arbitration with, Siemens or Buyer, as the case may be.

"Applicable Laws" means all applicable laws, including Environmental Laws, treaties, ordinances, rules, regulations and interpretations of any Governmental Authority having jurisdiction over the design, engineering, fabrication, manufacturing, Delivery, assembly, erection, installation, and/or the performance of the Parties' obligations under this Agreement.

"Applicable Permits" means the permits, clearances, licenses, authorizations, consents, filings, exemptions or approvals from or required by any Governmental Authority that are necessary for the performance of the Parties' obligations under this Agreement.

"Asbestos" shall mean and include chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

"Attachment 'A'" means the business specific terms set forth in Attachment "A" to this Agreement.

"Business Day" means every day other than a Saturday, Sunday or a day on which banks are permitted or required to remain closed in the [State/Province of [X]].

"Buyer" means the entity identified in the preamble and signing this Agreement for buyer, including its successors or permitted assigns.

"Buyer Caused Delay" means any delay in Siemens' or its Subcontractors' performance of the Work which is caused by (i) Buyer's or any Buyer Party's failure to timely perform its obligations under this Agreement, or (ii) any other event or cause which is beyond the control or not the responsibility of Siemens or any of its Subcontractors, and is not otherwise a Force Majeure Event.

“Buyer Documents” means all drawings, specifications and other information with respect to the Project and Work to be provided by Buyer in accordance with Buyer’s Documents Submission Schedule set forth in Attachment “A.”

“Buyer Documents Submission Schedule” means the schedule specified in Attachment “A,” identifying the Buyer Documents and the dates by which Buyer shall submit such Buyer Documents to Siemens.

“Buyer Event of Default” has the meaning set forth in Section 14.2.

“Buyer Party” or “Buyer Parties” means Buyer, any Affiliate of Buyer, and any of their respective contractors, subcontractors, employees, laborers, materialmen, agents or representatives which is not a competitor of Siemens.

“Buyer Permits” has the meaning set forth in Section 5.5.

“Contract Price” means the cumulative price payable by Buyer with respect to all Work which Siemens shall perform or provide in connection with this Agreement, as the same is set forth in Section 4.1 of this Agreement.

“Convenience Termination Payment” has the meaning set forth in Section 14.3.

“Default Termination Payment” has the meaning set forth in Section 14.2.

“Delivery,” “to Deliver,” “Delivering,” or “Delivered” means, for each component of any particular Equipment, or initial Spare Parts, being supplied by Siemens to Buyer pursuant to this Agreement, the arrival at the delivery point of such component or to such other location as is mutually agreed by Buyer and Siemens.

“Effective Date” means [ \_\_\_\_\_ ] or the date this Agreement was executed if no specific date is set forth in this definition.

“Environmental Laws” means applicable national, [state/provincial], municipal, and local laws as well as all rules, regulations, codes, standards, permits, directives, or ordinances that impose liability or standards of conduct (including disclosure or notification requirements) concerning the protection of human health or the environment, including, without limitation, all laws affecting, controlling, limiting, regulating, pertaining, or relating to the manufacture, possession, presence, use, generation, storage, transportation, detection, monitoring, treatment, Release, disposal, abatement, cleanup, removal, remediation, or handling of Hazardous Materials.

“Equipment” has the meaning as set forth in Attachment “A.”

“Final Completion” has the meaning as set forth in Attachment “A” (if applicable).

“Final Completion Date” means the date on which Final Completion of Siemens’ scope of Work occurs.

“Force Majeure Event” has the meaning set forth in Section 11.2.

“Governmental Authority” means any federal, [state/provincial], local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

“Hazardous Materials” means any material, substance, or waste, that, by reason of its composition or characteristics, is hazardous to human health and/or the environment, including any “solid waste” or “hazardous waste,” as those terms are defined by the Resource Conservation and Recovery Act of 1976, as amended, any “hazardous substance,” as that term is defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and any other hazardous, toxic or radioactive chemical, waste, byproduct, pollutant, contaminant, compound, product, material or substance, including without limitation, Asbestos, Asbestos containing materials (“ACM”), polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any other material that is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

“Import Duties” means any taxes, customs duties, fees, imposts and governmental charges of any kind that are payable upon or in relation to the importation of the components of the Equipment into the [United States/Canada]. Import Duties do not include any property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, or their sale, their value or their use, or any services (including any Services, as that term may be defined in Attachment “A” (if applicable)) performed in connection therewith imposed by any federal, state or local Governmental Authority in the [United States/Canada].

“Indemnitor” has the meaning set forth in Section 15.1.

“Indemnitee” has the meaning set forth in Section 15.1.

“Lien” means: (a) any mortgage, charge, lien, pledge, hypothecation, title retention arrangement or other security interest, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation; (b) any easement, servitude, restrictive covenant, equity or interest in the nature of an encumbrance, garnishee order, writ of execution, right of set-off, lease, license to use or occupy, or assignment of income; or (c) any agreement to create any of the foregoing or allow any of the foregoing to exist.

“Maintenance Service” shall mean the scheduled and unscheduled maintenance, replacement and repair of components of the Equipment in accordance with the Siemens manuals and revisions thereto, Siemens’ technical service bulletins and revisions thereto, and other technical documentation supplied by Siemens to Buyer.

“Notice to Proceed” shall mean the written notice issued by Buyer to Siemens stating that Siemens may begin the Work.

“Outside Notice to Proceed Date” means [\_\_\_\_\_].

“Party” or “Parties” means, respectively, Buyer, Siemens or both, as the context requires.

“Patent Cooperation Treaty” means an international patent law treaty, concluded in 1970, that provides a unified procedure for filing patent applications to protect inventions in each of its more than one hundred and forty-five (145) contracting states.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“Project” has the meaning as set forth in Attachment “A” (if applicable).

"Project Site" means the particular site designated by Buyer on which the Project shall be located.

"Project Infrastructure" has the meaning specified in Section 5.1.

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of any Hazardous Materials into the environment, including the abandonment or discard of barrels, containers, and other closed receptacles containing any Hazardous Materials.

"Scope Change" includes where Siemens determines, after receipt of a request for a change, that the change request of Buyer is technically and commercially feasible and requires a change in the scope of Work, Contract Price or the Work Schedule, or (b) Buyer fails to perform its obligations under Article 5 or other provisions of this Agreement and such failure results in increased costs to Siemens or delays Siemens' performance of the Work and/or ability to meet the milestones contained in the Work Schedule, including any guaranteed dates set forth therein, or (c) for any other event set forth in this Agreement for which Siemens has the right to a change in the scope of Work, Contract Price or the Work Schedule; in which case Siemens shall be entitled to a Scope Change Order.

"Scope Change Order" has the meaning set forth in Section 9.2.

"Service and Maintenance Agreement" has the meaning set forth in Section 5.8.

"Siemens" means the Siemens entity identified in the preamble and signing this Agreement, including its successors and permitted assigns.

"Siemens Event of Default" has the meaning set forth in Section 14.1.

"Siemens Parties" means Siemens, any Affiliate of Siemens, and any of their respective Subcontractors, employees, laborers, materialmen, agents or representatives, and "Siemens Party" means any of the foregoing.

"Siemens Permits" has the meaning set forth in Section 2.4.

"Spare Parts" means the types and quantities of spare parts for repair of the Work that Buyer is purchasing pursuant to this Agreement.

"Subcontractor(s)" means any Person of any tier supplying material, equipment, labor, goods or services to Siemens in connection with the Work and obligations of Siemens under the Agreement.

"Termination for Cause" has the meaning set forth in Section 14.1.

"Warranty" or "Warranties" has the meaning set forth in Section 10.1.

"Warranty Period" has the meaning set forth in Section 10.4.

"Work" means Siemens' scope of work with respect to the Equipment, Major Components, Spare Parts and associated Services and other work supplied by or on account of Siemens and its Subcontractors pursuant to its obligations specified in this Agreement and as identified as Siemens' responsibility in Attachment A.

"Work Schedule" means that certain schedule governing Siemens' provision of the Work and

Buyer's performance of certain obligations, attached hereto as an exhibit to Attachment "A," as modified and replaced mutually between the Parties.

**ARTICLE 2**  
**PERFORMANCE OF THE WORK**  
**AND OBLIGATIONS OF SIEMENS**

2.1 Work to be Performed by Siemens.

2.1.1 General.

Buyer hereby retains Siemens as an independent contractor, not an agent or employee of Buyer, to perform and provide, or cause to be performed and provided, and Siemens hereby agrees to perform and provide, or cause to be performed or provided, all of the Work specified as being within Siemens' scope of Work, all in accordance with the terms and conditions of this Agreement.

2.1.2 Standard of Care.

The Work shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances or conditions.

2.1.3 Work Schedule.

Buyer shall issue a Notice to Proceed to Siemens on or prior to the Outside Notice to Proceed Date and Siemens shall conduct the Work in accordance with the Work Schedule set forth in this Agreement.

If at any time prior to issuance of Notice to Proceed, Purchaser notifies Siemens in writing that the timing of the Project has changed so that the Work Schedule is no longer accurate, Siemens and Purchaser shall negotiate in good faith to undertake a Scope Change Order, amending the Work Schedule and amending the corresponding Outside Notice to Proceed Date, based on the equitable adjustment necessary to overcome any delays and taking into account any prior committed orders that Siemens must fulfill. Any references herein to the Outside Notice to Proceed Date shall be deemed to be the Outside Notice to Proceed Date, as adjusted in accordance with the foregoing. If Purchaser has not issued the Notice to Proceed to Siemens by the Outside Notice to Proceed Date, Siemens shall have no obligation to maintain the Work Schedule or abide by any milestone dates set forth therein.

2.2 Scheduling and Monitoring of Milestones.

2.2.1 Generally.

Except to the extent that Siemens is entitled to a Scope Change Order or other relief provided for in this Agreement, Siemens shall perform its Work in accordance with the Work Schedule. Further, Siemens shall provide periodic reports to Buyer concerning the status of Siemens' activities, including information pertaining to the progress of the Work and any circumstances known at the time of reporting which could be anticipated to cause a material deviation from the Work Schedule.

2.2.2 Timing of Deliveries and Storage.

(a) Siemens may Deliver components of the Equipment up to thirty (30) days earlier than the dates specified therefor on the Work Schedule.

(b) If (i) Buyer requests, in writing, that any component of the Equipment be placed in storage and designates the storage location, or (ii) Buyer fails or is unable to accommodate Delivery of the Equipment at the Project Site, then Siemens shall, following the arrival of the components of such Equipment at the port of import into North America or the completion of the components if the manufacturing/assembly is performed within North America, transport the

applicable components of the Equipment to the storage location designated in writing by Buyer, if possible, or to a storage location selected by Siemens if either Buyer has not designated a storage location or transportation to the storage location designated in writing by Buyer is impracticable. Any such storage shall be in accordance with Siemens' maintenance procedures. The Delivery of any components of the Equipment placed into storage in accordance with this provision shall be deemed to have occurred upon arrival onboard carrier of such components of the Equipment into storage. Buyer shall be responsible for all additional costs incurred by Siemens in transporting such components of the Equipment to the storage location, as well as all additional expenses incurred by Siemens as a result of such storage, including, but not limited to, unloading, preparation for and placement into storage, handling, storage costs, inspection, preservation and standstill maintenance (if applicable), taxes, and insurance. Such costs plus [\_\_\_\_ percent (\_\_\_%)] to cover Siemens' administrative expenses shall be paid by Buyer within thirty (30) days after the date of Siemens' invoice therefor.

(c) Provided that Buyer has timely made each payment when due and provided Siemens at least thirty (30) days prior written notice of its request, Siemens shall arrange for removal of components of the Equipment from the storage location and shall transport such components to the Project Site. Buyer shall be responsible for all costs incurred by Siemens in removing such components of the Equipment from storage and the extra costs of transporting such components of the Equipment to the Project Site. Such costs plus [\_\_\_\_ percent (\_\_\_%)] to cover Siemens' administrative expenses shall be paid by Buyer within thirty (30) days after the date of Siemens' invoice therefor.

(d) The Work Schedule applicable to any Equipment being held in storage in accordance with Section 2.2.2(b) shall be subject to equitable adjustment in accordance with Article 9. The Work Schedule applicable to any Equipment not placed in storage shall be equitably extended to the extent reasonably required as a result of the storage of the other Equipment.

### 2.3 Siemens Documents.

Except as otherwise provided in this Agreement, within fifteen (15) days of receipt of any Siemens Document required to be submitted to Buyer for review under this Agreement, Buyer shall notify Siemens of any resulting comments or questions. If Buyer fails to respond within such period, then such drawing or document shall be deemed to have been reviewed and approved by Buyer as submitted. Siemens shall, within fifteen (15) days of Buyer's notification of any comments or questions on any Siemens Document respond to Buyer's comments or questions; provided that Siemens shall not be required to change the design of the Equipment pursuant to such Buyer comments or questions.

### 2.4 Permits.

Subject to Section 5.5, Siemens shall obtain and maintain the Applicable Permits required to be obtained by Siemens in its name to perform the Work under Applicable Laws (the "Siemens Permits"). If any Siemens Permit (or application therefor) requires action by Buyer, Buyer shall, upon the request of Siemens, take such action as is reasonably appropriate.

### 2.5 Siemens' Labor.

Siemens shall be responsible for the conduct and deeds of its labor and its Subcontractor's labor in the performance of the Work under this Agreement. However, Siemens shall not interfere with any members of any police, military or security force in the execution of their duties.

### 2.6 Safety, Emergencies.

#### 2.6.1 Safety.

Siemens may suspend its performance of the Work at the Project Site, if, in the reasonable opinion of Siemens, based upon industry standards and Siemens' applicable safety programs,

conditions at the Project Site for which Siemens is not responsible become unsafe for the continued performance of the Work and such conditions are not rectified by Buyer immediately. Siemens shall resume its performance of the Work promptly after the unsafe conditions are rectified by Buyer. Siemens shall be entitled to a Scope Change Order to compensate Siemens for the increased cost of its performance and/or schedule delay resulting from such suspension of the Work.

#### 2.6.2 Emergencies.

In the event of any emergency endangering persons or property relating to or as a result of the performance of the Work, Siemens and Buyer shall take such action as may be reasonable and necessary to prevent, avoid or reduce the likelihood of injury, damage or loss, and shall, as soon as possible, report any such incidents, including responses thereto, to the other Party

### 2.7 Hazardous Materials.

The Work does not include, either directly or indirectly, performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal, or treatment of Hazardous Materials. Further, Siemens shall not, either itself or through any Siemens Party, bring any Hazardous Materials onto the Project Site or incorporate any Hazardous Material into the Work, other than those Hazardous Materials to be used by Siemens or any Siemens Party in a manner that complies with applicable Environmental Laws. To the extent that the negligent Release of any Hazardous Materials brought onto the Project Site by Siemens or any Siemens Party is caused by Siemens or any Siemens Party while on the Project Site, Siemens shall bear the responsibility and liability for such Release to the extent of its or the Siemens Parties' negligence as set forth herein.

Siemens shall maintain an updated file of the material safety data sheets for all Hazardous Materials either used in connection with performance of Siemens' Work or used by or on behalf of Siemens or any Siemens Party at the Project Site. Siemens shall deliver an update of such file(s) to Buyer as requested in writing by Buyer no more than thirty (30) days after such written request, or more frequently as the Parties may agree in writing.

In the event that Siemens encounters any Hazardous Materials or other hazardous conditions at the Project Site, Siemens shall immediately stop Work in the area affected and report the condition to Buyer. Siemens shall not have any liability arising from pre-existing Hazardous Materials present or howsoever occurring at, on or under the Project Site, or Hazardous Materials that migrate onto or are introduced upon the Project Site by Buyer, any Buyer Party, any contractor of Buyer, or any third party, other than due to the willful misconduct of Siemens or a Siemens Party that directly results in the Release thereof. In no event shall Siemens be required or construed to take title, ownership, or responsibility for such Hazardous Materials. Buyer shall be solely responsible for all such Hazardous Materials and shall comply with applicable Environmental Laws and the terms of Section 5.7 in connection therewith. To the extent that such Hazardous Materials impact Siemens' schedule or cost to complete the Work, Siemens shall be entitled to a Scope Change Order for such impact.

### 2.8 Clean-up.

As soon as practicable after the achievement of the final milestone for the Project, Siemens shall remove all of its equipment and materials, not constituting deliverables hereunder or part of the Equipment or required for the service and maintenance of the Equipment, from the Project Site and shall, consistent with the provisions of Section 5.7 hereof, collect the waste material and rubbish resulting from the Work for disposal by Buyer.

### 2.9 Buyer's Right to Inspect; Correction of Defects.

Siemens shall promptly correct any part of the Work that is found during any inspection by Buyer or Buyer's authorized representatives not to be in conformance with the requirements of this Agreement, regardless of the stage of its completion or the time or place of the discovery of such nonconformance, in

accordance with, and subject to, the provisions of Article 10.

#### 2.10 No Liens

Except for Buyer's failure to make payments required under this Agreement, including for Scope Changes, to resolve other claims of Siemens within a reasonable time period after learning of such claims, or as permitted pursuant to Section 13.1, Siemens shall not directly or indirectly create, incur, assume or suffer to be created by any Siemens Party any claim, Lien, charge or encumbrance on the Project Site, any Equipment, or any part thereof. Siemens shall promptly pay or discharge, and discharge of record, any such claim, Lien or encumbrance for labor, materials, supplies or other charges which, if unpaid, might be or become a Lien upon the Project Site, any Equipment, or any component thereof. In the event a Subcontractor files a Lien against the Project Site, any Equipment, or any component thereof, Siemens shall, within thirty (30) days of the date of filing thereof, either (i) pay or discharge such claim and have such Lien removed, or (ii) obtain bonds in accordance with Applicable Laws from a reputable surety company sufficient to remove or discharge such claim or Lien. Siemens shall notify Buyer in writing of the assertion of any Lien or encumbrance against the Project Site, any Equipment or any part thereof promptly upon learning of such Lien or encumbrance. Upon the failure of Siemens promptly to pay, discharge, or bond over any Lien or encumbrance as required hereby within thirty (30) days of written notice of the existence thereof from Buyer, Buyer may, but shall not be obligated to, pay, discharge or obtain a bond, or security for such Lien or encumbrance and, upon such payment, discharge, or posting of security therefor, shall be entitled to promptly recover from Siemens the amount thereof together with the actual direct costs incurred by Buyer in connection with such payment or discharge, with such actual direct costs to be substantiated to the reasonable satisfaction of Siemens, or set off such amounts against any sums owed by Buyer pursuant to this Agreement to Siemens.

#### 2.11 Compliance with Real Property Rights.

Siemens shall only be obligated to comply with the real property restrictions specifically identified in this Agreement. In the event that real property rights are identified after the Effective Date hereof and compliance with such real property rights is both technically feasible and commercially practicable, Siemens will comply with such real property rights and shall be entitled to an equitable adjustment in the Contract Price and Siemens' Work Schedule in accordance with Article 9 in connection therewith.

### **ARTICLE 3** **SUBCONTRACTORS**

Buyer acknowledges that Siemens intends to have portions of the Work performed by Subcontractors qualified to perform such Work pursuant to written subcontracts between Siemens and such Subcontractors. No contractual relationship shall exist between Buyer and any Subcontractor with respect to the Work. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Buyer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve Buyer's subcontractors of their responsibility to Buyer or to others. Siemens shall not be liable for the failure of Buyer's contractors or others to fulfill their responsibilities, and Buyer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

### **ARTICLE 4** **CONTRACT PRICE AND PAYMENTS TO SIEMENS**

#### 4.1 Contract Price and Payment.

The total Contract Price is [\_\_\_\_\_ Dollars (\$\_\_\_\_\_)] as set forth and defined more specifically in Attachment "A." Purchaser shall pay the total Contract Price to Siemens in accordance with Attachment "A." Each payment, except for the initial payment, shall be made by wire transfer, pursuant to wire transfer instructions to be provided by Siemens to Purchaser, within thirty (30) days from the date of the Siemens invoice therefor.

The Contract Price is based upon Purchaser performing its obligations set forth in this Agreement.

The Contract Price, schedule, warranty and guarantee obligations are based upon the use of non-union labor at the Project Site, unrestricted working hours at, and free access seven (7) days a week, twenty-four (24) hours a day, to the Project Site, including free access to any components requiring assembly by Siemens as part of Siemens' scope of Work.

#### 4.2 Taxes.

The Contract Price does not include any Import Duties levied upon the Equipment or any federal, state, or local (other than net income taxes imposed on Siemens) property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to pay or reimburse Siemens for any such Import Duties and any such license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes, which Siemens or its Subcontractors are required to pay, including any property taxes incurred on inventory purchased by Siemens for the Project which are applicable as a result of any Project delay caused by Purchaser.

Should Purchaser be exempt from any sales and/or use taxes, it shall provide Siemens with valid exemption documentation upon the Effective Date of the Agreement for the state(s) in which the Delivery of the Equipment shall take place. Siemens shall not collect sales and/or use taxes from Purchaser if Siemens is provided such valid exemption documentation for its files.

To the extent that Siemens is required by Applicable Laws to pay or collect from Purchaser sales/use, value added or other similar transactional taxes, Siemens shall, at the time of their incurrence, invoice and collect the entire amount of such taxes due from Purchaser and remit such amount to the applicable taxing authority as required by Applicable Laws. At the written request of Purchaser and provided that a valid exemption certificate is provided to Siemens by Purchaser, Siemens shall claim any and all applicable tax exemptions, credits or deductions relating to the Work available to itself or Purchaser, including, but not limited to, any sale-for-resale exemption and any manufacturing machinery and/or equipment exemption.

At the written request and expense of Purchaser, Siemens agrees to take such action as may be reasonably required to allow the Work, including the Equipment and any other property included within the applicable Project, to qualify for applicable exemption from sales and/or use taxes. In the event that an assessment for any such property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes is levied against Siemens for the Project, Siemens shall promptly notify Purchaser and furnish to Purchaser a copy of such assessment notification. If Purchaser determines that the assessment should be contested and so notifies Siemens in writing and coordinates such contest with the Siemens Tax Department, Purchaser may, at Purchaser's sole cost and expense, file such documents as are necessary to contest such assessment. Purchaser shall coordinate with the Siemens Tax Department, any such contest or other action regarding any such assessment, and Purchaser shall pay any penalties or interest in respect thereof. Siemens shall cooperate with and assist Purchaser, at Purchaser's expense, in any such contest or other tax assessment proceeding.

Purchaser shall remain liable for any such taxes that actually become due and shall indemnify and reimburse Siemens for any costs or expenses incurred by Siemens relating thereto, including the amount of such taxes, and any interest and penalties; provided that Purchaser's indemnification and reimbursement obligations shall not cover amounts accrued or incurred by or levied upon Siemens due to Siemens' failure to timely submit exemption certificates properly provided by Purchaser to the proper Governmental Authority. Purchaser shall not withhold any tax assessment reimbursements from Siemens while Purchaser is contesting or otherwise challenging any such tax assessments.

#### 4.3 Disputed Invoices.

If there is any dispute about any amount invoiced by Siemens, the amount not in dispute shall be promptly paid and any disputed amount that is ultimately determined to have been payable shall be paid with interest calculated at a [\_\_\_\_\_] annual rate. The date of the original invoice on which there was a disputed amount, shall determine the date upon which the disputed amount first became due and payable, irrespective of whether any subsequent invoice is issued or reissued in connection with the resolution and payment of the disputed amount.

#### 4.4 Payment Dates.

Notwithstanding any provision to the contrary in this Article 4, in the event that a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be deemed due on the first (1st) Business Day thereafter.

### **ARTICLE 5 BUYER'S RESPONSIBILITIES**

Siemens' performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Siemens to perform, including, but not limited to, technical information and data, drawing and document approvals, and necessary commercial documentation. Siemens may request a Scope Change Order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

At no cost to Siemens, Buyer shall provide the following:

#### 5.1 Project Site.

Buyer shall construct and maintain, subject to Siemens' approval, as applicable: the Project Site, roads and other necessary civil infrastructure, crane hardstandings and equipment lay-down and staging areas, including necessary repair, watering (dust control), dewatering, and snow and ice removal during the performance of the Work (the "Project Infrastructure"). Prior to the commencement of the Work at the Project Site and at any time during the performance of such Work, including during the Warranty Period, Siemens may inspect the Project Site to determine if the Project Site has been constructed in accordance with this Agreement, as it may have been modified by the final approved Project Infrastructure. If Siemens reasonably determines that Project Infrastructure deviates from the final approved Project Infrastructure, Siemens may require Buyer to correct such deviations prior to the commencement of the Work at the Project Site or otherwise suspend the Work at the Project Site until such deviations are corrected by Buyer. All delays in the performance of the Work and costs incurred by Siemens as a result of such suspension shall entitle Siemens to an equitable Scope Change Order in accordance with Section 9.2.

#### 5.2 Security for Equipment at the Project Site.

Buyer shall provide, at its cost, security for all components of the Work, materials, supplies and other equipment required to assemble, erect, install and Commission the Work and any other property owned or leased by Buyer, Siemens or any of its Subcontractors located at the Project Site.

#### 5.3 Storage of Spare Parts.

If purchased pursuant to this Agreement, Buyer shall, until the expiration of the Warranty Period: (i) store the Spare Parts purchased by Buyer and supplied by Siemens under this Agreement in a suitable location at the Project Site at no cost or expense to Siemens, (ii) provide Siemens with reasonable access to such Spare Parts, and (iii) take all commercially reasonable steps to ensure that such Spare Parts are secure, undamaged and available to Siemens when needed.

#### 5.4 Effect of Buyer Delay or Non-performance.

Buyer shall perform those obligations required of Buyer as set forth in this Agreement. Any delay by Buyer in completing its obligations this Agreement shall be a Buyer Caused Delay, which shall entitle Siemens to a Scope Change Order pursuant to Article 9. When offloading of the Equipment from Delivery conveyances is in Buyer's scope, if Buyer fails to offload any of the Equipment from the Delivery conveyances within the time provided for in this Agreement, then Buyer shall reimburse Siemens for the applicable demurrage charges resulting therefrom and Siemens shall not be held responsible for any delays in Deliveries, including liquidated damages for late Delivery, resulting from Buyer's failure to timely offload Equipment, including components thereof, and other items supplied by Siemens. Any late payment by Buyer shall accrue interest at [\_\_\_\_ (%)] annual rate. Siemens may suspend or terminate this Agreement for Buyer convenience if Buyer fails to pay within thirty (30) days of its receipt of Siemens' invoice.

#### 5.5 Permits, Licenses and Approvals.

Buyer shall obtain and maintain the Applicable Permits, licenses and approvals required to be obtained for the zoning and construction of the Project, including, but not limited to, all building permits, all Project Site permits required for the erection, installation, Commissioning, use and Mechanical Completion of the Work, all permits, licenses and approvals necessary to move the construction equipment (including cranes, if applicable) and Delivery conveyances within the Project Site, and all permits, licenses and approvals otherwise necessary for the ownership, operation and maintenance of the Work and the Project (the "Buyer Permits"). Buyer shall promptly provide Siemens with copies of all Buyer Permits whose contents or requirements might impact the performance of the Work. Buyer shall assist Siemens in obtaining required visas, work permits and custom clearance for its or its Subcontractor's personnel and their equipment.

#### 5.6 Project Work Schedule.

For Siemens' information, Buyer shall provide Siemens with a written schedule showing all of the work being performed by or on behalf of Buyer for the Project and shall further provide Siemens with progress reports, in accordance with the agreed reporting schedule of actual progress of the work at the Project Site, showing in detail the progress to date and the then-current scheduling of all major elements of the work to be performed by or on behalf of Buyer for the Project, setting forth the dates by which work not being performed by Siemens, but nonetheless impacting Siemens' Work, are expected to be completed.

#### 5.7 Hazardous Materials.

Prior to any Work being conducted at the Project Site, Buyer shall: (a) identify to Siemens the presence, location and quantity of ACM at the Project Site; and (b) either certify that the work area associated with Siemens' scope of Work is free of ACM or take such action as may be required under Environmental Laws to abate the ACM and, thereafter, certify that the work area associated with Siemens' scope of Work is free of ACM. Siemens makes no representation that it is licensed to abate ACM and shall not be obligated to install, disturb, handle, or remove any ACM.

Further, Buyer represents and warrants that, prior to the execution of this Agreement, Buyer has notified Siemens in writing of any and all Hazardous Materials known to be present on the Project Site and has: (a) expressly identified the nature and location of such Hazardous Materials to Siemens, including the provision of a map identifying the same; and (b) provided a copy of any Project Site policies related to such pre-existing Hazardous Materials, including, without limitation, material safety data sheets, chemical hygiene plans, laboratory procedures, or other items covered or required to be disclosed or maintained pursuant to applicable Environmental Laws.

Buyer shall also be responsible for the handling, storage, and disposal of all regulated Hazardous Materials at its expense. Buyer shall furnish Siemens with appropriate containers for regulated Hazardous Materials and shall designate a waste storage facility at the Project Site where such containers are to be

placed by Siemens for removal and disposal by Buyer. Buyer shall handle, store, and dispose of regulated Hazardous Materials in accordance with all Environmental Laws.

In the event that any Hazardous Materials, including ACM, are encountered at the Project Site which are not the responsibility of Siemens under Section 2.9, Siemens shall immediately stop all Work in the affected area and Buyer shall promptly, in accordance with all applicable Environmental Laws and at its sole cost and expense, remove or render harmless, or take other actions as may be necessary to remediate the hazards associated with any such Hazardous Material, including, without limitation, signing and listing Buyer (or the appropriate Buyer Party) as the generator of the Hazardous Materials on any waste manifest that may be required by Environmental Laws. Siemens' Work in the affected area shall not be resumed until Buyer has complied with the foregoing obligations. Further, if the existence and remedying of such Hazardous Materials results in an increase in Siemens' costs and/or impacts Siemens' ability to meet its obligations, guarantees, or the Work Schedule under the Agreement, Siemens shall be entitled to a Scope Change Order in accordance with the applicable provisions of Article 9, increasing the Contract Price and providing an equitable extension of the Work Schedule and other provisions of the Agreement affected thereby or otherwise affected by Buyer's non-compliance, commensurate with the time reasonably required to overcome such delay and added cost, including without limitation, overtime charges for labor and equipment.

#### 5.8 Service and Maintenance Agreement.

Buyer and Siemens shall execute a Service and Maintenance Agreement for the Work under which Siemens shall provide the Maintenance Service for the Work ("Service and Maintenance Agreement"). The term of such Service and Maintenance Agreement shall be at least until the expiration of the Warranty Period under this Agreement. During the Warranty Period, if Buyer and/or operator under the Service and Maintenance Agreement terminates such Service and Maintenance Agreement, other than as permitted for a Siemens breach or event of default (as set forth in such Service and Maintenance Agreement), Siemens' remaining Warranty obligations and any performance guarantees (if any) for the Work under this Agreement shall automatically terminate. If Siemens is permitted and does terminate such Service and Maintenance Agreement due to a breach or event of default under the Service and Maintenance Agreement by Buyer or the operator under the Service and Maintenance Agreement, then Siemens' remaining Warranty obligations and performance guarantees (if any) for the Work under this Agreement shall also automatically terminate. Unless otherwise agreed, Buyer shall provide operators of the facility and the Work for all testing, start-up and Commissioning activities.

#### 5.9 Transportation Infrastructure and Access.

Buyer is responsible for having all necessary structural modifications, upgrades and/or repairs to public roads and other transportation infrastructure that may be required to permit the transport of the Equipment to the Project Site made and any other deviations from Siemens' requirements corrected prior to the commencement of, and during, the Delivery of the components of the Work to the Project Site. In addition, Buyer shall provide Siemens with all required legal and physical access to the Project Site, including obtaining and maintaining all private rights-of-way and private access rights, including the removal, lowering or raising of power lines and the safe passage over buried wires, cables and pipes.

#### 5.10 Buyer Documents.

Buyer shall submit to Siemens those Buyer Documents set forth in and in accordance with Buyers Documents Submission Schedule set forth as an exhibit to Attachment "A."

#### 5.11 Permanent Facilities.

When Buyer is required pursuant to Attachment "A" to provide a permanent facility, Buyer shall have the permanent Project Site facilities available at least thirty (30) days prior to the date required by the Work Schedule. These permanent facilities shall be substantially similar to the facilities diagrams set forth in this Agreement or an exhibit hereto. The permanent Project Site facilities shall also include the

telecommunication requirements and services as specified in the Services and Maintenance Agreement, or if no Services and Maintenance Agreement, in Attachment "A."

5.12 Temporary Facilities.

Buyer shall provide and maintain site electricity, water, sanitary facilities and a construction office, with data connections, phone connections and appropriate clean room.

5.13 Payments

Buyer shall pay all undisputed invoices within thirty (30) days of receipt of invoice from Siemens.

5.14 Single Point of Contact and Notification

Buyer shall designate a contact person with authority to act for the Buyer and respond in emergency situations. Buyer shall notify Siemens as soon as practicable, but in no event more than twenty-four (24) hours, after any change in Project Site conditions, approvals, permits or licenses which affect the Work. If such person cannot be reached, any request for Work received from an employee or agent of Buyer will be deemed authorized by Buyer.

5.15 Export Import Compliance.

Buyer acknowledges that Siemens is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Equipment, including any export / import license requirements. Buyer agrees that Equipment will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

**ARTICLE 6**

**[See Attachment "A" if applicable]**

**ARTICLE 7**

**[See Attachment "A" if applicable]**

**ARTICLE 8**

**LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE EQUIPMENT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 8 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH

DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 8 EXTEND TO SIEMENS' AFFILIATES (AND THEIR EMPLOYEES), PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS OF ANY TIER (AND THEIR EMPLOYEES), AGENTS, AND SUCCESSORS AND ASSIGNS.

## **ARTICLE 9** **CHANGES TO THE WORK**

- 9.1. Siemens shall deliver and/or perform the Work in accordance with the Applicable Laws in effect on the Effective Date.
- 9.2. No change will be made to the scope of Work unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications associated therewith ("Scope Change Order"). If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens may request a Scope Change Order for an equitable adjustment in the price and time of performance.

## **ARTICLE 10** **WARRANTY**

### 10.1. Warranties.

Siemens warrants that: (i) the Equipment is free from defects in material and workmanship; (ii) the Equipment is in compliance with Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to the Equipment free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the Software License/Warranty Addendum, if applicable.

### 10.2. Conditions to the Warranties.

The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Equipment after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the Warranty Period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Equipment to assess the warranty claims; (vii) Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; (viii) Buyer not being in default of any payment obligation and (ix) Buyer allowing Siemens the opportunity to review the operating and maintenance records relating to the Equipment and the facility its incorporated into, if applicable.

### 10.3. Exclusions from Warranty Coverage.

The Warranties do not apply to any equipment not provided by Siemens under this Agreement.

Any Equipment that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Equipment (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Equipment will be secure from cyber threats, hacking or similar malicious activity. Equipment that is networked, connected to the

internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

#### 10.4. Warranty Period.

Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Equipment or eighteen (18) months from shipment ("Warranty Period"). Additionally, absent written notice within the Warranty Period, any use or possession of the Equipment after expiration of the Warranty Period is conclusive evidence that the Warranties have been satisfied.

#### 10.5 Remedies.

Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Equipment, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price applicable to the non-conforming part. The warranty on repaired or replaced parts is limited to the remainder of the original Warranty Period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Equipment; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Section 10.2 hereof or from their deteriorated condition. All exchanged Equipment replaced under this Warranty will become the property of Siemens.

#### 10.6 Transferability.

The Warranties are only transferable during the Warranty Period and only to the Equipment's initial end-user.

10.7 THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 8 ABOVE. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

### **ARTICLE 11** **DELAYS; EXCUSED PERFORMANCE**

#### 11.1 Change in Law and Buyer Caused Delay.

As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (including changes of Applicable Law) may develop which would require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens will notify Buyer and an equitable adjustment will be made to Siemens' Contract Price and Work Schedule pursuant to Article 9. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for Work performed and for costs reasonably incurred in connection with the suspension or termination.

#### 11.2 Force Majeure.

If Siemens' performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government ("Force Majeure Event"), Siemens' time of performance will be extended by a period equal to the length of the delay plus any consequences

of the delay and Siemens will get its reasonable costs for such extension of time pursuant to Article 9. Siemens will notify Buyer within a reasonable time after becoming aware of any such delay.

## **ARTICLE 12**

### **INSURANCE**

#### **12.1 Siemens' Insurance Coverage.**

- (a) Siemens shall maintain in full force and effect the following insurance coverage and limits specified below commencing [ten (10) days after Buyer's issuance of a Notice to Proceed] and continuing until the Final Completion Date. Siemens shall provide Buyer applicable insurance certificates of such coverage prior to the shipment of any Equipment to the Project Site or the commencement of any Work at the Project Site. The required limits of insurance may be satisfied with any combination of primary and excess coverage.
- (b) Siemens or Siemens' insurance carrier shall endeavor to provide Buyer with thirty (30) Days' prior Notice of cancellation, termination or material alteration of any insurance coverage set forth in this Article 12. In addition, Siemens' insurance shall be maintained with insurance companies having an A.M. Best rating of "A-" or better and a financial size category of "VII" or higher (or a comparable rating by any other rating entity reasonably acceptable to Buyer and evidenced by Buyer's written confirmation, which acceptance shall not be unreasonably withheld). Siemens shall provide Buyer applicable insurance certificates of such coverage prior to Siemens' or its Subcontractor's commencement of any Work at the Project Site.
- (c) Siemens has the responsibility and obligation to procure and maintain the following insurance policies:
  - (i) Workers' Compensation Insurance in accordance with Applicable Laws and regulations applicable to the jurisdiction in which the Work is performed;
  - (ii) Employer's Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident, per employee for occupational disease, and in the aggregate for occupational disease;
  - (iii) Commercial General Liability Insurance with coverage written for bodily injury and broad form property damage on an "occurrence" basis with a limit of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate. This policy shall include blanket contractual coverage, railroad protective liability coverage, and coverage for premises, operations, explosion, collapse and underground (XCU) hazards, and products/completed operations. Siemens shall name Buyer as an additional insured to the extent bodily injury (including death) or third party property damage results from the negligent acts or omissions of Siemens or Siemens' Subcontractors and require that this policy contain a "separation of insureds" clause.

#### **12.2 Subcontractor's Insurance Coverage.**

Siemens shall require its Subcontractors performing Work at the Project Site to maintain the types, coverage and limits of insurance which are reasonable in accordance with prudent industry practice and commensurate with the Work to be performed by such Subcontractor.

#### **12.3 Buyer's Insurance Coverage.**

Buyer shall maintain in full force and effect the insurance coverage and limits specified below from the date of Siemens' or its Subcontractor's commencement of Work at the Project Site and continuing until the end of the Warranty Period. Buyer or Buyer's insurance carrier shall endeavor to provide Siemens with thirty (30) Days' prior Notice of cancellation, termination or material alteration of any insurance coverage set forth in this Article 12. In addition, Buyer's Insurance shall be maintained with insurance

companies having an A.M. Best rating of “A- “ or better and a financial size category of “VII” or higher (or a comparable rating by any other rating entity reasonably acceptable to Siemens and evidenced by Siemens’ written confirmation, which acceptance shall not be unreasonably withheld). Buyer shall provide Siemens applicable insurance certificates of such coverage prior to Siemens’ or its Subcontractor’s commencement of any Work at the Project Site. The required limits of insurance may be satisfied with any combination of primary and excess coverage.

- (a) Workers’ Compensation Insurance in accordance with Applicable Laws and regulations applicable to the jurisdiction in which the Work is performed.
- (b) Employer’s Liability Insurance with a limit of One Million Dollars (\$1,000,000) per accident, per employee for occupational disease, and in the aggregate for occupational disease;
- (c) Commercial General Liability Insurance with a limit of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate. This policy shall include blanket contractual coverage, railroad protective liability coverage, and coverage for premises, operations, explosion, collapse and underground (XCU) hazards, and products/completed operations. Buyer shall name Siemens and its Affiliates as additional insureds to the extent bodily injury (including death) or third party property damage results from the negligent acts or omissions of Buyer or Buyer’s subcontractors. This policy shall contain a “separation of insureds” clause.
- (d) Builders’ Risk Insurance coverage protecting all property and Equipment intended to be incorporated into the Work, in the course of construction and commissioning defined in the Work, on an “all-risk,” replacement cost basis, with appropriate coverage sub-limits which are customary or otherwise required by the insurers, upon commencement of Work at the Project Site and continuing coverage and limits until the Final Completion Date. Buyer shall name Siemens, its Affiliates and Subcontractors as additional insureds. The Builders’ Risk Insurance policy will include:
  - (i) property coverage for the Work at the Project Site, which insurance shall be written on a LEG 2/96 basis or better and include coverage for removal of debris and shall insure the buildings, structures, boiler and machinery, equipment, facilities, fixtures, rolling stock, electronic equipment and media and other properties constituting a part of the Work (whether above or below the surface of the ground) in an amount equal to the total constructed value; and
  - (ii) off-Project Site (local staging area) coverage for such property to insure values at risk, with appropriate sub-limits which are customary or otherwise required by the insurers; and

The Builder’s Risk Insurance policy shall also provide that it is primary without right of contribution from any other insurance that might otherwise be available to an insured Party prior to the Final Completion Date.

- (e) Operating property insurance coverage protecting all property of Buyer at the Project Site (including Equipment supplied as part of the Work), on a primary, all-risk, replacement cost basis, commencing at the Final Completion Date. The operating property insurance policy shall be written on a LEG 2/96 basis or better and include coverage for removal of debris and shall insure the buildings, structures, boiler and machinery, equipment, facilities, fixtures, rolling stock, electronic equipment and media and other property of Buyer at the Project Site (whether above or below the surface of the ground) in an amount equal to the total constructed value. Buyer shall name Siemens, its Affiliates and Subcontractors as additional insureds.

12.4 Waiver of Rights. In regard to insurance maintained by either Party, including any property insurance, each such Party hereby waives, for itself and its insurers, all rights of recovery and

subrogation which may arise against the other Party and its Affiliates as a result of a payment made by an insurer.

#### 12.5 Cooperation Between the Parties.

- (a) Each Party agrees to provide the other Party reasonable cooperation and assistance in the procurement of any property insurance required by the Agreement or otherwise to be procured in connection with the Work.
- (b) Siemens agrees to provide such reasonable assistance and documentation as Buyer may request in connection with claims Buyer may make under its property insurance policies purchased in connection with the facility for damage or events that occur after the Effective Date and prior to the expiration of the Warranty Period. Such assistance will be provided under the responsibility, and at the cost, of Buyer.
- (c) Notwithstanding Article 12.5(a) and Article 12.5(b), neither Party shall be required to provide confidential or proprietary information to a third party. If the disclosing Party agrees to provide such information, the third party shall first be required to execute a confidentiality agreement with the disclosing Party in a form reasonably acceptable to the disclosing Party.

### **ARTICLE 13 TITLE AND RISK OF LOSS**

#### 13.1 Title to Equipment.

Siemens warrants that (i) legal title to and ownership of the Equipment (excluding, however, the Intellectual Property Rights) shall upon Delivery be free and clear of any and all Liens, claims, security interests or other encumbrances; and (ii) such Intellectual Property Rights shall be free and clear of any and all Liens, claims, security interests or other encumbrances that would in any way interfere with Purchaser's use thereof that is permitted by this Agreement. Except as set forth in the next sentence, title to each component or Spare Part of the Equipment shall pass to Purchaser on Delivery of such component or of such Spare Part and title to all Services performed by Siemens at the Project Site shall pass to Purchaser upon performance thereof by Siemens, subject only to any Lien of Siemens that may arise under Applicable Laws that is not otherwise prohibited hereunder. Notwithstanding the foregoing or any other provision of this Agreement, the Intellectual Property Rights are not sold to Purchaser and title thereto shall not be transferred to Purchaser; rather, Siemens shall retain sole and exclusive title to the Intellectual Property Rights, and grants to Purchaser a license to use the Intellectual Property Rights in accordance with the terms and conditions set forth in Section 13.2 and Article 18 of this Agreement.

#### 13.2 Title to Copies of Drawings.

Title to copies of drawings which are required to be provided to Purchaser hereunder which are owned by Siemens shall be automatically transferred to Purchaser when such copies of the drawings are provided to the Purchaser by Siemens. However, title to the underlying Intellectual Property Rights contained in such drawings shall not be transferred to Purchaser; rather, title to such Intellectual Property Rights shall be retained solely by Siemens or its licensor, and Siemens hereby grants Purchaser, subject to the terms and conditions of this Agreement and timely payment of all undisputed amounts due hereunder, an irrevocable, royalty-free, non-exclusive license, subject to Purchaser's ongoing compliance with this Section 13.2 and the confidentiality provisions of this Agreement, which authorizes Purchaser to use and reproduce such drawings for the purpose of completing assembly, erection, Mechanical Completion and installation of the Equipment, or constructing, operating, maintaining and repairing the Equipment supplied under this Agreement; provided that (i) such drawings shall not be used to manufacture similar equipment (ii) any third parties who are permitted to access such drawings shall obtain such access solely for the authorized purposes in connection with the Project, and shall first agree to abide by the license and confidentiality restrictions set forth in this Section 13.2 and in Article 18. Any permitted purchaser or assignee shall acquire such license subject to the same terms and restrictions as stated in

this Section 13.2. Purchaser may retain the necessary number of copies of all such documents solely for purposes of construction, operation, maintenance and repair of the Units. Any costs to register such licenses in the [United States/Canada] shall be paid by Purchaser. Purchaser and its permitted assignees shall not use the Intellectual Property Rights referred to in this Section 13.2 for any purpose other than as expressly authorized herein.

### 13.3 Risk of Loss.

Irrespective of the passage of title as provided in Section 13.1, and except for loss or damage due to uninsurable events for which Purchaser shall be responsible, Siemens shall bear the risk of loss and damage with respect to the Equipment, components of the Equipment, Spare Parts and all other materials, equipment and components to be supplied by Siemens, or that are within the care, custody and control of Siemens, wherever located, that have been or will be incorporated into the Work or Services, until Delivery of such Equipment, Spare Parts, other materials, equipment and components supplied by Siemens, Work or Services. Upon Delivery, risk of loss and damage pursuant to this Section 13.3 shall transfer to Buyer and Buyer shall assume full and exclusive custody and control of such components of the Unit and Spare Parts, other materials, equipment and components supplied by Siemens, and of all Work and Services; provided that Purchaser's assumption of risk of loss and damage shall not obviate Siemens' obligations to correct any Warranty non-conformances in accordance with Article 10.

## **ARTICLE 14 DEFAULT, TERMINATION AND SUSPENSION**

### 14.1 Siemens Defaults.

The occurrence of any one or more of the following events shall constitute an event of default by Siemens hereunder (each, a "Siemens Event of Default"):

- (a) Siemens makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of any such involuntary proceeding, instituted against Siemens but not by Siemens, that is not dismissed or stayed within forty-five (45) days after it is commenced;
- (b) Siemens fails to make prompt payments required to be made by Siemens to Buyer under this Agreement, which failure continues for thirty (30) days after receipt of written notice of such non-payment from Buyer;
- (c) Siemens has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder and such representation is not made true within thirty (30) days after receipt of written notice thereof from Buyer; or
- (d) Siemens is otherwise in material default of any provision of this Agreement or has materially failed to perform its obligations under this Agreement; provided that if such material default of this Agreement or material failure to perform this Agreement can be cured within a commercially reasonable timeframe, Siemens shall be permitted such period of time within which to accomplish such cure, so long as Siemens commences such cure efforts within thirty (30) days after written notice from Buyer and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of any Siemens Event of Default hereunder, Buyer, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to Siemens (a "Termination for Cause"); A Termination for Cause shall be effective upon the sixth day following delivery of Buyer's notice with respect thereto. Subject to the provisions of Section 14.5.2, in the event of a termination by Buyer under this Section 14.1, Buyer may employ any other Person, other than employees of Siemens or

its Affiliates, to complete the Work by whatever reasonable method that Buyer may deem necessary. Buyer shall, within a reasonable period of time after the Work is finally completed by the work of one or more replacement suppliers and contractors, determine the total cost (including such other contractors' fees) to Buyer for completing the Work, including all sums previously paid or then owed to Siemens pursuant to the Agreement. In contracting with such replacement suppliers and contractors, Buyer shall, to the extent practicable, cause the Work to be completed in accordance with this Agreement and shall employ reasonable efforts to mitigate the costs incurred in connection with completion of the Work. If the sum of the Contract Price and the maximum liquidated damages assessed are less than the sum of (i) the direct costs incurred by Buyer to complete the Work, (ii) all other direct damages suffered by Buyer as a result of the Siemens Event of Default, and (iii) all amounts previously paid to Siemens pursuant to this Agreement, Siemens shall, subject to and not to exceed the limitations upon Siemens' liability set forth in Article 8, pay to Buyer within thirty (30) days following receipt of an original invoice therefor the amount of such difference. Any amount owed by Buyer to Siemens for the level of completion of the Work achieved by Siemens prior to Buyer's termination under this Section 14.1 shall be retained by Buyer until after completion of the Work and applied by Buyer to pay any amounts and damages owed by Siemens pursuant to this Section 14.1. Any excess shall be remitted to Siemens within thirty (30) days after the Work is finally completed. If the Agreement is terminated by Buyer pursuant to this Section 14.1, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate. For the avoidance of doubt, Buyer understands and agrees that if Buyer terminates this Agreement pursuant to this Section 14.1, the foregoing is Buyer's exclusive remedy for such termination.

If termination occurs under this Section 14.1 prior to Delivery of the Work, then within thirty (30) days from the effective date of such termination, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement) or (b) certify in writing to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

#### 14.2 Buyer Default.

The occurrence of any one or more of the following events shall constitute an event of default by Buyer hereunder (each, a "Buyer Event of Default"):

- (a) Buyer's failure to pay to Siemens any required payment, which failure continues for ten (10) days after receipt of written notice of the failure to make the payment has been received by Buyer from Siemens;
- (b) Buyer makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of any such involuntary proceeding, instituted against Buyer but not by Buyer, that is not dismissed or stayed within forty-five (45) days after it is commenced;
- (c) Buyer has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder and such representation is not made true within fifteen (15) Business Days after receipt of written notice thereof from Siemens;
- (d) Any of the financing parties terminates its financing arrangements with Buyer or any Buyer Affiliate for the Project; or
- (e) Buyer is otherwise in material default of any provision of this Agreement or has materially failed to perform its obligations under this Agreement; provided that if such material default of this Agreement or material failure to perform this Agreement can be cured within a commercially reasonable timeframe, Buyer shall be permitted such period of time within which to accomplish such cure, so long as Buyer commences such cure efforts within fifteen (15) days after notice from Siemens and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of a Buyer Event of Default, Siemens, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to Buyer. In the event of such termination by Siemens, Siemens shall be entitled to either (a) payment of the sum set forth in the termination payment schedule if applicable or (b) the Contract Price less any savings, and any additional cost and expenses incurred by Siemens due to such termination (the "Default Termination Payment"). Siemens shall submit an invoice to Buyer for the Default Termination Payment, including supporting documentation for the damages and other amounts due and owing to Siemens prior to the termination and the costs incurred by Siemens in effectuating the termination, and Buyer shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. All payments of the Contract Price made by Buyer and received by Siemens prior to the effective date of termination shall be credited toward the Default Termination Payment. Without limiting Siemens' other rights herein, Siemens may, in lieu of such termination, suspend its performance of the Work after such five (5) day period. In such event, Buyer shall be responsible for all costs incurred by Siemens as a result of such suspension plus reasonable profit thereon. If the Agreement is terminated by Siemens pursuant to this Section 14.2, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate.

Within thirty (30) days from the effective date of such termination, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement) or (b) certify to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

#### 14.3 Termination for Buyer's Convenience.

In addition to any other termination rights available to Buyer under this Agreement, Buyer shall have the right to terminate the Delivery of Work in the event that Buyer terminates the construction of the Project due to the economic unfeasibility of the Project for Buyer upon fifteen (15) days prior written notice to Siemens. Buyer shall pay Siemens either (a) the sum set forth in the termination payment schedule if applicable or (b) that portion of the Contract Price reflecting the amount of Work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers and Subcontractors, and any applicable cost allocated in contemplation of performance (the "Convenience Termination Payment"). All payments of the Contract Price made by Buyer and received by Siemens prior to the date of termination shall be credited toward the Convenience Termination Payment. Siemens shall submit an invoice to Buyer for the Convenience Termination Payment and Buyer shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. If the Agreement is terminated by Buyer pursuant to this Section 14.3, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate.

Within thirty (30) days from the effective date of such termination, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement) or (b) certify to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

#### 14.4 Termination Due to Force Majeure Event.

If Siemens is entirely prevented from performing the Work for a time period of one hundred eighty (180) aggregate days as a result of the occurrence of a Force Majeure Event suffered by Siemens, then either Party may terminate this Agreement with respect to the Work that has not been erected by the effective date of such termination at no cost or penalty, other than Buyer's obligation to pay Siemens either (a) the sum set forth in the termination payment schedule if applicable or (b) that portion of the Contract Price reflecting the amount of work performed, man hours expended and materials acquired at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Siemens and its suppliers, and any applicable cost allocated in contemplation of performance;

provided, however, that nothing in this Section 14.4 shall relieve or excuse either Party from its obligations under Article 11 in respect of the occurrence of a Force Majeure Event. If the Agreement is terminated pursuant to this Section 14.4, then Siemens' remaining warranty and performance guarantee obligations shall also automatically terminate.

Within thirty (30) days from the effective date of such termination, Buyer shall either (a) return to Siemens any of Siemens' confidential information which had been in Buyer's possession (excluding this Agreement) or (b) certify to Siemens that all of Siemens' confidential information which had been in Buyer's possession has been destroyed.

#### 14.5 Actions Required Following Termination.

##### 14.5.1 Discontinuation of Work.

Upon termination of this Agreement, Siemens shall promptly discontinue the Work and take such steps as are reasonably necessary to preserve and protect any Work completed and in progress at the Project Site, and then remove its personnel and equipment from the Project Site, and for a termination for a Siemens Event of Default, Buyer shall be entitled to take exclusive possession of the Work Delivered or en route to the Project Site; provided, however, that if the cause of the termination is other than due to a Siemens Event of Default, Buyer shall pay on Siemens' demand made from time to time all amounts reasonably requested by Siemens to cover Siemens' costs incurred in performing Siemens' obligations pursuant to this Section 14.5.1.

##### 14.5.2 Cancellation and Transfer of Subcontracts and Other Rights.

Upon termination of this Agreement by Buyer pursuant to Section 14.1, if requested by Buyer, Siemens shall use reasonable efforts to (a) deliver and assign to Buyer any and all Subcontracts made by Siemens in performance of the Work and provide to Buyer (without charge) all rights, if any, it has obtained from Subcontractors to use patented or proprietary materials in completing, operating and maintaining the Work. Except as provided herein, no action taken by Buyer or Siemens after the termination of this Agreement shall prejudice any other rights or remedies of Buyer or Siemens provided by this Agreement upon such termination.

## **ARTICLE 15** **INDEMNITIES**

#### 15.1 Mutual Indemnity.

Siemens and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Equipment(s) or Buyer's Project Site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of and shall not acknowledge any third party claims covered by this Article 15. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

#### 15.2 Buyer's Environmental Release and Indemnity.

Buyer, on behalf of itself, all Buyer Parties, and the predecessors and successors in interest, insurers, and assigns of each of them, shall defend, release, indemnify and hold harmless Siemens, all Siemens Parties, and the successors and assigns of each of them (each, an Indemnitee under this Section 15.2)

from and against any and all liability arising under Environmental Laws or as a result of any Hazardous Materials at or any environmental condition of the Project Site, except to the extent for which Siemens is responsible under Section 2.7, including, without limitation, fines and penalties, reasonable fees for attorneys, consultants or other professionals, and the costs of reporting, investigation, monitoring, containment, cleanup, storage, disposal, transportation and any other remedial actions arising under applicable Environmental Laws that are incurred by any Indemnitee hereunder for and as a result of: (i) death or bodily injury to any person, (ii) destruction or damage to any property, (iii) contamination of or adverse effects on the environment, including a Release of any kind, (iv) any violation by Buyer or any Buyer Party of Environmental Laws, and/or (v) a breach by Buyer or any Buyer Party of any legal duty arising under applicable Environmental Laws or any obligations under the environmental provisions of this Agreement. This release and indemnity shall survive the termination or expiration of this Agreement and shall be construed as broadly as possible under applicable Environmental Laws.

## **ARTICLE 16 REPRESENTATIONS**

### 16.1 Siemens Representations.

Siemens represents that on the Effective Date:

#### 16.1.1 Organization.

It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is qualified to do business in the jurisdictions in which the nature of the business conducted by it as pertains to or has bearing upon its performance of this Agreement makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

#### 16.1.2 No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority now pending or (to the best knowledge of Siemens) threatened against Siemens which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of Siemens to perform under this Agreement.

#### 16.1.3 Permits.

It is or will be prior to performing any Work on the Project Site the holder of the governmental consents, Siemens Permits or other authorizations required in Siemens' name to permit it to perform the Work and operate or conduct its business now and as contemplated by this Agreement.

#### 16.1.4 No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of Siemens, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which Siemens is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

#### 16.1.5 Corporate Action.

It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Siemens of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Siemens and constitutes

the legal, valid and binding obligation of Siemens enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

## 16.2 Buyer's Representations

Buyer represents that on the Effective Date:

### 16.2.1 Organization.

It is a [ ] duly organized, validly existing and in good standing under the laws of the State of [ ], and is qualified to do business in all jurisdictions in which the nature of the business conducted by it as pertains to or has bearing upon its performance of this Agreement makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

### 16.2.2 No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority now pending or (to the best knowledge of Buyer) threatened against Buyer which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of Buyer to perform under this Agreement.

### 16.2.3 No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the governing documents of Buyer, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which Buyer is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

### 16.2.4 Corporate Action.

It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Buyer of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

### 16.2.5 Permits.

It is or will be prior to the commencement of performance of any Work by Siemens on the Project Site the holder of all governmental consents, Buyer Permits or other authorizations required to permit it to undertake and operate its business and the Project as contemplated by this Agreement.

### 16.2.6 Nuclear.

Unless expressly authorized in writing by Siemens, the Equipment must not be used in or in connection with a nuclear facility or application. If Buyer uses any Equipment in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Siemens harmless, and waives and will require its insurers to

waive all right of recovery against Siemens for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Siemens' negligence. Siemens' consent to Buyer's use of the Equipment in connection with any nuclear facility or application will be subject to additional terms and conditions that Siemens deems necessary to protect its interests.

## **ARTICLE 17** **PATENT AND COPYRIGHT INFRINGEMENT**

Siemens will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Equipment or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Equipment is delivered by Siemens. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Buyer shall not acknowledge any such third party proceedings defined under this Article 17. Siemens shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. Siemens is not responsible for any settlement made without its prior written consent. If the Equipment, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said Equipment; (ii) replace it with substantially equivalent non-infringing Equipment; or (iii) modify the Equipment so it is non-infringing.

Siemens will have no duty or obligation under this Article 17 if the Equipment is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 17.

THIS ARTICLE 17 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

## **ARTICLE 18** **CONFIDENTIALITY**

(a) Both during and after the term of this Agreement, the parties will: (i) treat as confidential all information obtained from the disclosing party, (ii) use such confidential information for its intended purpose only, and (iii) all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing schedule information, technical data, drawings, flow charts, program listings, software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Siemens has the right to share confidential information with its Affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as

evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

**ARTICLE 19**  
**MISCELLANEOUS PROVISIONS**

19.1 Entire Agreement.

This agreement, including Attachment "A" and all Exhibits thereto (the "Agreement") contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and commitments with respect thereto. There are no other understandings, oral or written, nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement. Any modification to the Agreement must be in writing and executed by both Parties.

19.2 Applicable Law and Jurisdiction.

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

19.3 Notice.

All notices, reports, demands, claims, elections, requests and other official communications required or permitted by this Agreement or by law to be served upon or given to a Party by the other Party shall be in writing signed by the Party giving such notice and shall be deemed duly served, given to and received by the other Party when delivered by first class registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier, in each case addressed as follows:

If delivered to Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

If delivered to Siemens:

Siemens  
Street Address  
City, State, zip code

Attention: Project Manager \_\_\_\_\_

The Parties, by like notice in writing, may designate, from time to time, another address, addressee or office to which notices shall be delivered pursuant to this Agreement, which change of address shall become effective five (5) Business Days after delivery of such Notice.

#### 19.4 No Rights in Third Parties.

Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person, except as specifically provided herein with respect to Subcontractors.

#### 19.5 Compliance with Laws.

The parties agree to comply with all Applicable Laws, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Equipment.

#### 19.6 Conflicting Provisions.

In the event of any inconsistencies in this Agreement, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- (1) Duly authorized and executed Scope Change Orders and written amendments to the Agreement executed by both Parties, with the latest ones having precedence over the earlier ones;
- (2) This Agreement including Attachment "A" as equal priority; and
- (3) The Exhibits to this Agreement or Attachment "A."

Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the Parties. Siemens' failure to object to any such additional, different or conflicting terms does not operate as a waiver of the terms of this Agreement.

#### 19.7 Right of Waiver.

Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however, that such waiver is in writing. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision.

#### 19.8 No Partnership Created.

Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Siemens and Buyer.

#### 19.9 Captions; Shortened Names for Convenience.

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein. Similarly, the references to "Buyer" and "Siemens" in this Agreement are shorthand used for convenience only.

#### 19.10 Counterparts and Facsimile Execution.

This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. Facsimile or electronic pdf signatures of the Parties shall be deemed to constitute original signatures, and executed facsimile copies hereof shall be deemed to constitute duplicate originals.

#### 19.11 Joint Effort.

Preparation of the Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. Each Party represents that it has obtained the professional advice (including legal, tax and accounting advice on Applicable Laws and regulations) as it has deemed appropriate or convenient.

#### 19.12 Appendixes.

All appendixes, attachments, or exhibits referenced in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

#### 19.13 Rules of Interpretation.

In the interpretation of the Agreement, unless the context specifically otherwise requires, the following rules shall apply:

- (a) words importing persons shall include firms and corporations and vice versa;
- (b) words importing the singular shall include the plural and vice versa;
- (c) the headings to the Articles or Sections are for convenience only and do not affect the interpretation of the Agreement; and
- (d) all references to documents or other instruments include all amendments and replacements thereof and supplements thereto, to the extent such amendments, replacements and supplements have been incorporated into the Agreement by means of a Scope Change Order.

#### 19.14 Communications.

Unless otherwise specified, wherever provision is made for the giving or issue of any notification, instruction, consent, approval, certificate or determination by any person, such communication shall be made in the form of a notice. The word "notify" and "notification" shall be construed accordingly.

#### 19.15 Hiring.

If, during or within ninety (90) days after the term of this Agreement, Buyer engages any Siemens employee who has performed work under this or any other agreement between Buyer and Siemens, Buyer shall pay Siemens an amount equal to the employee's latest annual salary.

#### 19.16 Non-waiver of Default.

Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens' actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens' legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens' right to insist upon strict compliance thereafter.

#### 19.17 Non-Waiver.

Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

19.18 Modification of Terms.

This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

19.19 Assignment.

Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

19.20 Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

19.21 Survival.

The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Title and Risk of Loss," "Indemnitees," "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.

## Proposal Review Owner Changes - CSI

**Date:** 4/18/2016  
**Work Order #:** 040472.00  
**Title:** ██████████ Street lighting project  
**Contractor:** ██████████, Inc.  
**Job Order Value:** \$0.00

**Proposal Name:** ██████████ Street lighting project  
**Proposal Value:** \$1,055,280.32  
**Proposal Submitted:** 4/18/2016 7:00 PM

**GroupBy:** CSI

**Selected Options:** All Tasks

Section	Modifier	UOM	Description
<b>01 - General Requirements</b>			

1	01 22 16 00-0002	EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.
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	Quantity X	Unit Price X	Factor =	Total
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Installation:	39,154.75 X	1.00 X	1.0750 =	\$42,091.36
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Contractor Notes: Performance and Payment bonds

2	01 22 20 00-0082	DAY	Traffic Control System Note: Includes 1 truck, 1 arrow board, 1 licensed traffic control person, traffic cones
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	Quantity X	Unit Price X	Factor =	Total
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Installation:	35.00 X	904.57 X	1.0830 =	\$34,287.73
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<b>Contractor Subtotal for - 01 - General Requirements :</b>	<b>\$76,379.09</b>
<b>Owner Changes Subtotal for - 01 - General Requirements :</b>	<b>\$0.00</b>

<b>26 - Electrical</b>			
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3	26 01 50 51-0154	EA	Recycle HID Lamps
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	Quantity X	Unit Price X	Factor =	Total
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Installation:	3,139.00 X	1.41 X	1.0830 =	\$4,793.35
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4	26 51 13 00-0003	EA	Plug-In Photocell For Lighting Fixtures
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	Quantity X	Unit Price X	Factor =	Total
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Installation:	2,300.00 X	51.94 X	1.0830 =	\$129,377.35
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## Proposal Review Owner Changes - CSI

5	26 56 19 00-0191	EA	Up To 7,000 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC1-30F-MV-NW-X-GY-XXX-WL) (DLC Certified)			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	292.00 X	238.13 X	1.0830 =	\$75,305.28
		Demolition:	292.00 X	6.51 X	1.0830 =	\$2,058.70
		Contractor Notes:GC1-30F-MV-NW-X-WHITE-700-WL-PCR7				
6	26 56 19 00-0191	0732	For ANSI 7-wire Photocontrol Receptacle, Add			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	292.00 X	13.20 X	1.0830 =	\$4,174.32
7	26 56 19 00-0194	EA	Up To 13,400 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC1-60F-MV-NW-X-GY-XXX-WL) (DLC Certified)			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	247.00 X	306.38 X	1.0830 =	\$81,956.96
		Demolition:	247.00 X	6.51 X	1.0830 =	\$1,741.43
		Contractor Notes:GC1-60F-MV-NW-X-GY-530-WL-PCR7				
8	26 56 19 00-0194	0732	For ANSI 7-wire Photocontrol Receptacle, Add			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	247.00 X	13.20 X	1.0830 =	\$3,531.01
9	26 56 19 00-0194	EA	Up To 13,400 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC1-60F-MV-NW-X-GY-XXX-WL) (DLC Certified)			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	9.00 X	306.38 X	1.0830 =	\$2,986.29
		Demolition:	9.00 X	6.51 X	1.0830 =	\$63.45
		Contractor Notes:GC1-60F-MV-NW-X-WHITE-700-WL-PCR7				
10	26 56 19 00-0194	0732	For ANSI 7-wire Photocontrol Receptacle, Add			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	9.00 X	13.20 X	1.0830 =	\$128.66
11	26 56 19 00-0194	EA	Up To 13,400 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC1-60F-MV-NW-X-GY-XXX-WL) (DLC Certified)			
			Quantity X	Unit Price X	Factor =	Total
		Installation:	5.00 X	306.38 X	1.0830 =	\$1,659.05

## Proposal Review Owner Changes - CSI

Demolition: 5.00 X 6.51 X 1.0830 = \$35.25

Contractor Notes:GC1-60F-MV-NW-X-GY-700-WL-PCR7

12	26 56 19 00-0194	0732	<b>For ANSI 7-wire Photocontrol Receptacle, Add</b>				
			Quantity X	Unit Price X	Factor =		Total
			Installation: 5.00 X	13.20 X	1.0830 =		\$71.48

13	26 56 19 00-0194		EA <b>Up To 13,400 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC1-60F-MV-NW-X-GY-XXX-WL) (DLC Certified)</b>				
			Quantity X	Unit Price X	Factor =		Total
			Installation: 297.00 X	306.38 X	1.0830 =		\$98,547.43
			Demolition: 297.00 X	6.51 X	1.0830 =		\$2,093.95

Contractor Notes:GC1-60F-MV-NW-X-GY-700-WL-PCR7

14	26 56 19 00-0194	0732	<b>For ANSI 7-wire Photocontrol Receptacle, Add</b>				
			Quantity X	Unit Price X	Factor =		Total
			Installation: 297.00 X	13.20 X	1.0830 =		\$4,245.79

15	26 56 19 00-0197		EA <b>Up To 19,800 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC2-90F-MV-NW-X-GY-XXX-WL) (DLC Certified)</b>				
			Quantity X	Unit Price X	Factor =		Total
			Installation: 16.00 X	462.83 X	1.0830 =		\$8,019.92
			Demolition: 16.00 X	6.51 X	1.0830 =		\$112.81

Contractor Notes:GC2-90F-MV-NW-X-GY-700-WL-PCR7

16	26 56 19 00-0197	0732	<b>For ANSI 7-wire Photocontrol Receptacle, Add</b>				
			Quantity X	Unit Price X	Factor =		Total
			Installation: 16.00 X	13.20 X	1.0830 =		\$228.73

17	26 56 19 00-0198		EA <b>Up To 22,000 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GC2-100F-MV-NW-X-GY-XXX-WL) (DLC Certified)</b>				
			Quantity X	Unit Price X	Factor =		Total
			Installation: 51.00 X	498.53 X	1.0830 =		\$27,535.31
			Demolition: 51.00 X	6.51 X	1.0830 =		\$359.57

Contractor Notes:GC2-100F-MV-NW-X-GY-700-WL-PCR7

18	26 56 19 00-0198	0732	<b>For ANSI 7-wire Photocontrol Receptacle, Add</b>				
			Quantity X	Unit Price X	Factor =		Total

## Proposal Review Owner Changes - CSI

Installation:	51.00 X	13.20 X	1.0830 =	\$729.08
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19	26 56 19 00-0200	EA	Up To 7,000 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GCM1-30F-MV-NW-X-GY-XXX-WL) (DLC Certified)
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	Quantity X	Unit Price X	Factor =	Total
Installation:	36.00 X	204.53 X	1.0830 =	\$7,974.22
Demolition:	36.00 X	6.51 X	1.0830 =	\$253.81

Contractor Notes:GCM1-30F-MV-NW-X-GY-700-WL-PCR7

20	26 56 19 00-0200	0732	For ANSI 7-wire Photocontrol Receptacle, Add
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	Quantity X	Unit Price X	Factor =	Total
Installation:	36.00 X	13.20 X	1.0830 =	\$514.64

21	26 56 19 00-0202	EA	Up To 12,000 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GCM2-40F-MV-NW-X-GY-1AMP-WL) (DLC Certified)
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	Quantity X	Unit Price X	Factor =	Total
Installation:	1,016.00 X	243.38 X	1.0830 =	\$267,797.83
Demolition:	1,016.00 X	6.51 X	1.0830 =	\$7,163.14

Contractor Notes:GCM2-40F-MV-NW-X-GY-700-WL-PCR7

22	26 56 19 00-0202	0732	For ANSI 7-wire Photocontrol Receptacle, Add
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	Quantity X	Unit Price X	Factor =	Total
Installation:	1,016.00 X	13.20 X	1.0830 =	\$14,524.33

23	26 56 19 00-0203	EA	Up To 4,400 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GCJ1-20G-MV-NW-X-GY-XXX-WL) (DLC Certified)
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	Quantity X	Unit Price X	Factor =	Total
Installation:	15.00 X	162.53 X	1.0830 =	\$2,640.30
Demolition:	15.00 X	6.51 X	1.0830 =	\$105.75

Contractor Notes:GCJ1-20G-MV-NW-X-GY-350-WL-PCR7

24	26 56 19 00-0203	0732	For ANSI 7-wire Photocontrol Receptacle, Add
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	Quantity X	Unit Price X	Factor =	Total
Installation:	15.00 X	13.20 X	1.0830 =	\$214.43

25	26 56 19 00-0203	EA	Up To 4,400 Lumens, Horizontal Tenon Mount, LED Cobra Head Street Light (Leotek GCJ1-20G-MV-NW-X-GY-XXX-WL) (DLC Certified)
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	Quantity X	Unit Price X	Factor =	Total
Installation:	469.00 X	162.53 X	1.0830 =	\$82,553.38







Civil Engineering Division  
 1437 4<sup>th</sup> Street, Suite 300  
 Santa Monica, California 90401  
 Phone: (310) 458-8721  
 Fax: (310) 393-4425

**Project Name:**

**On - Bill Financed LED Streetlight  
 Replacement Project  
 Various Streets throughout the City**

**Contract Documents: SP2372**

**Bids Due Date:**

June 30th ,2016

**Submit Bids To:**

Office of the City Clerk  
 City Hall  
 1685 Main Street, Room 102  
 Santa Monica, California 90401

Approved for Bidding:

Lee Swain, P.E. – City Engineer  
 Civil Engineering Division



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**CITY OF SANTA MONICA  
NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the City of Santa Monica invites Contractors to complete and submit sealed bids for the:

**On-Bill Financed LED Streetlight Replacement Project**

**SP2372**

Bids shall be delivered to the City of Santa Monica, Office of the City Clerk, Room 102, 1685 Main Street, Santa Monica, California, 90401, not later than 3:00 p.m. on June 30th to be publicly opened and read aloud after 3:30 p.m. on said date in Council Chambers. Each Bid shall be in accordance with the Request for Bids.

**MANDATORY PRE-BID JOB WALK:**

**N/A**

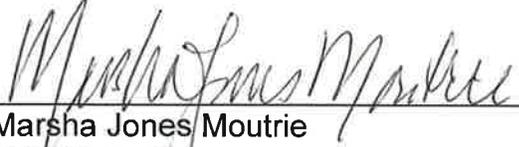
**PROJECT ESTIMATE: \$875,000**  
**CONTRACT DAYS: 100 Calendar days**  
**LIQUIDATED DAMAGES: \$1050.00 Per Day**  
**COMPENSABLE DELAY: \$830.00 Per Day**

Bidding Documents may be obtained by logging onto the City's bidding website at: <http://www.smgov.net/planetbids/>. The Contractor is required to have a **Class A** license at the time of bid submission. Contractors wishing to be considered must submit Bids containing all information required pursuant to the City's Request for Bids.

Pursuant to Public Contracts Code Section 22300, the Contractor shall be permitted to substitute securities for any monies withheld by the City to ensure performance under this Contract.

Dated this 14<sup>th</sup> day of June, 2016

APPROVED AS TO FORM:

  
Marsha Jones Moutrie  
City Attorney

CITY OF SANTA MONICA

By:   
Rick Cole  
City Manager

TO BE PUBLISHED: June 18th, 2016 & June 22nd, 2016



## INSTRUCTIONS TO BIDDERS

### **On Bill Financed LED Streetlight Replacement Project SP 2372**

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1) **PREPARATION OF BIDS**

Bids must be submitted on the prescribed Bid Form furnished by the City, and must be filled out completely. The Bid prices must be included in both words and figures and must be written in ink or typed. In case of any discrepancy between the words and figures, the words will govern. Erasures or other changes must be noted over by the signature of the Bidder.

The Bid must state the amounts for which the Bidder proposes to supply all labor, materials, equipment, tools, transportation and services and perform all Work required by the Contract Documents. Bids shall not contain any conditions, limitations or provisions of the Work to be done. Alternative Bids will not be considered unless requested. No oral, telegraphic or telephonic Bids or Modifications shall be considered.

FAILURE TO PROVIDE THE INFORMATION REQUESTED IN THE ATTACHED BID FORM MAY RESULT IN REJECTION OF A BID AT THE DISCRETION OF THE CITY.

2) **INTERPRETATION OF CONTRACT DOCUMENTS**

The Contract Documents are identified in the Bid Documents. Capitalized terms are defined in the Bid Documents. All Bidders are cautioned that the successful Bidder incurs duties and obligations under all of the Contract Documents and that they should review all of the Contract Documents and should not merely examine the Drawings and Specifications in making their Bid.

Should a Bidder find discrepancies in, or omissions from, the Contract Documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the City and request an interpretation or clarification. ***Requests for clarifications must be in writing and emailed to:***

**Tom Shahbazi**  
**Tom.shahbazi@smgov.net**

The City is not responsible for Bidder's technical difficulties with submitting requests for clarification via email. The person submitting such request will be responsible for insuring that the email was delivered and received by the City. Verbal requests for clarifications will not be considered. ***The last day to submit requests for clarification is June 27, 2016.***

Should the City find that the point in question is not clearly and fully set forth in the Contract Documents; the City may issue a written Addendum, which will be sent to all Bidders of record. The City will not be responsible for any other explanation or interpretation of the Contract Documents, or for any oral instructions.

3) **SUBMITTAL OF BIDS**

Bid submittals must include one original. Each Bid must be in a sealed envelope clearly marked with the number and name of the Project and the name of the Bidder. If the Bid is mailed to the City, the sealed envelope should be placed within a mailing envelope, and the mailing envelope should be marked in such a fashion as to indicate that it contains a sealed Bid. The envelope enclosing the Bid shall be sealed and addressed to the Office of the City Clerk, and delivered or mailed to the City of Santa Monica, 1685 Main Street, Room 102, Santa Monica, California, 90401. All Bids must be received by the Office of the City Clerk by the time and date specified in the Bid Documents and may be withdrawn only as specified in the Bid Documents. No Bid received after that time will be considered. Also, the envelope shall be plainly marked in the upper left-hand corner as follows:

ATTENTION: CITY CLERK ROOM 102

---

(Bidder's Name and Address)

## **On Bill Financed LED Streetlight Replacement Project, SP 2372**

(Project Number and Title)

4) **WITHDRAWAL OF BIDS**

Bids may only be withdrawn in writing, addressed to the City Clerk, prior to the time specified in the Notice Inviting Bids for the opening of Bids.

5) **ERRORS**

The City reserves the right to reject any and all Bids. Bidders will not be released on account of errors except that the City reserves the right to waive any minor irregularity or informality in any Bid.

6) **AWARD OF CONTRACT**

The award of the Contract, if it be made, will be made to the Best Bidder in accordance with Santa Monica Municipal Code Section 2.24.072. The City is not required to award to the lowest bidder. The successful Bidder must be able to show that it can perform the required Work within the allotted time.

7) **REJECTION OF BIDS**

Bids may be rejected if they show any alteration in form, additions not called for, conditions or alternative Bids, incomplete Bids or irregularities. The City reserves the right to reject any and all Bids.

8) **EXECUTION OF CONTRACT**

The Bidder to whom the award is made shall execute the Contract and furnish both the Performance Bond and the Labor and Material Payment Bond along with the Certificate of Insurance required by the Contract Documents and shall deliver the same to the City Project Manager within ten (10) days after the City has mailed the Notice of Award to said Bidder that the Contract has been awarded to the Bidder.

Failure or refusal of the successful Bidder to execute the Contract and return the same to the City within said ten (10) days shall result in the forfeiture of the Bidder's cash deposit, check, or Bidder's bond to the City as liquidated damages. No Bid shall be considered binding upon the City until the execution of the Contract by the City.

9) **BID GUARANTEE**

Each Bid must be accompanied by cash, a certified or cashier's check made payable to the City of Santa Monica, or Bidder's bond (using the form provided in the Bid Form) for an amount equal to at least ten percent (10%) of the amount bid as a guarantee that the Bidder will enter into a contract with the City. Failure to comply with this Paragraph 9.0 will render the Bid non-responsive. If awarded the Contract, the Bid Guarantee will be retained by the City as liquidated damages if the successful Bidder fails or refuses to enter into said Contract and furnish the required Labor and Material Bond, Performance Bond, and evidence of insurance coverage. Forfeiture by the successful Bidder shall not preclude recovery of any sum over and above the Bid Guarantee, to which the City sustains damage because of default. If the successful Bidder executes the Contract and furnishes all bonds and insurance required by the Contract Documents within the time specified by the Contract Documents, any cash or check accompanying that successful Bid will be returned. Cash or checks accompanying rejected Bids will be returned within fourteen (14) Days after execution of the Contract.

10) **BOND REQUIREMENTS**

Within ten (10) Days after the issuance of the Notice of Award and prior to commencing Work on the Project, Contractor shall file with City good and sufficient Labor & Material Payment and Performance Bonds each in the amount of 100% of the Contract Sum. The bonds shall be signed by both Contractor and Surety and properly notarized on the City's provided forms or such other forms as required by City. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of Article 11.2 (Bond Requirements) of the City's General Conditions. No further payments to Contractor for Work performed shall be made or due until Contractor has fully complied with all the requirements.

Surety companies used by Contractor for Labor & Material Payment and Performance Bonds shall be, on the date the Contract is signed by Owner, listed in the latest published United States Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (Treasury List)."

**11) LICENSES**

The Contractor and Subcontractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California and submit the number and classification of said licenses with the Bid Documents.

**12) PREVAILING RATES OF WAGES**

This Project constitutes a "public works" project within the meaning of California Labor Code section 1720 and is subject to the prevailing wage laws. Bidder should familiarize itself with the prevailing wage provisions in Article 13 (Statutory Requirements) of the City's General Conditions.

**13) PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM**

In accordance with State of California Senate Bill No. 854 (Stat.2014, Chapter 28), contractors wishing to bid on or engage in the performance of public works must be registered with the Department of Industrial Relations ("DIR"). Subcontractors must also be registered with the DIR to be listed in a bid proposal. By submitting a bid for a City of Santa Monica public works project, Bidder acknowledges the above and agrees that it is currently registered with the DIR and will maintain its registration with the DIR during the term of the Contract. Bidder also agrees that its listed subcontractors are currently registered with the DIR and will remain registered with the DIR during the term of the Contract.

- 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.

A bid proposal shall not be accepted nor any contract entered into without proof of the Bidder's or its subcontractors' current registration with the DIR.

As of April 1, 2015, contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

Please see the DIR website for complete details and actions. It is the responsibility of the contractor to ensure all DIR requirements and regulations are met and stay current. For more information on Senate Bill No. 854, see <http://www.dir.ca.gov/Public-Works/SB854.html>.

**14) SANTA MONICA LIVING WAGE ORDINANCE**

The City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance"), requires the payment of Minimum Wage for work done on any Contract over a certain threshold to any worker who does not actually work as a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The established Minimum Wage includes an annual adjustment each July 1<sup>st</sup> by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties.

If the Living Wage Ordinance applies to services sought pursuant to this bid, bidders are required to prepare and return a Living Wage Ordinance Certification Form, attached in the Bid Form, with their bid packet. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include this Certification Form may be considered non-responsive and excluded from further consideration.

**15) SANTA MONICA OAKS INITIATIVE NOTICE**

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached in the Bid Form. If the Oaks Initiative applies to services sought pursuant to this bid, bidders are required to prepare and return the Oaks Initiative Disclosure Form, attached in the Bid Form, with their bid packet. You may also obtain a full copy of the Initiative's text from the City Clerk.

**16) CITY POLICY ON DOING BUSINESS WITH ARIZONA FIRMS**

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, Council directed staff to require vendors offering goods or services to the City of Santa Monica to complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the State of Arizona Disclosure Form, attached in the Bid Form, with your bid packet prior to the closing date of bid.

17) **BID PROTEST**

All parties wishing to file a protest shall comply with the procedures set forth below.

Proposer may file a written protest with the Division Manager no more than seven calendar days following the posting of award recommendation on the City's online vendor portal website. The protest must include the name address and telephone number of the protestor and or the person representing the protesting party. The written protest must set forth in detail all grounds for the protest including without limitation all facts supporting documentation legal authorities and arguments in support of the grounds for the protest. All factual contentions must be supported by evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to the requirements of this Section may be rejected as invalid.

The Division Manager shall review the merits and timeliness of the protest and issue a written decision to the protestant within ten calendar days of receipt of the protest.

Any protestant may appeal the decision of the Division Manager to the Director of Public Works by filing a letter of appeal within seven calendar days of the date of the Division Manager's decision. The appeal must include the name address and telephone number of the appellant and or the person representing the appealing party. The letter of appeal shall include the original protest and any additional supporting information including without limitation all facts supporting documentation legal authorities and arguments in support of the grounds for the appeal. All factual contentions must be supported by evidence. Any matters not set forth in the letter of appeal shall be deemed waived. Any letter of appeal not conforming to the requirements of this Section may be rejected as invalid.

The Director of Public Works shall review the merits and timeliness of the letter of appeal and issue a written decision to the appellant within ten calendar days of receipt of the letter of appeal. The Director of Public Works shall have final authority to sustain or deny a protest. The Director of Public Works decision shall constitute the City's final determination on the protest.

Once a protest has been filed with the Division Manager no contract shall be awarded until the Division Manager has issued his or her decision on the protest or if the Division Manager's decision is appealed the Director of Public Works has issued his or her final determination.

**Protests received after the deadline will not be accepted.**

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)



CONSTRUCTION  
BID FORM

**On - Bill Finance LED Streetlight Replacement Project  
SP2372**

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Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

## **BID FORM**

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL  
City of Santa Monica  
1685 Main Street  
Santa Monica, California 90401

The undersigned hereby submits the following Bid to conduct the Work described in the Bid Documents. It is understood and agreed that:

### **1) INTRODUCTION**

All Work shall be completed within the price shown herein below and within the Contract Time. Submission of a Bid will be deemed a binding offer for one hundred twenty (120) Days from the Bid opening. The undersigned agrees to enter into the Construction Contract contained in the Bid Documents on the terms contained therein. Capitalized terms used herein shall have the meanings assigned to them in the Bid Documents.

### **2) INSTRUCTIONS TO BIDDERS**

The undersigned acknowledges receiving the Instructions to Bidders and hereby agrees to the terms set forth therein.

### **3) DOCUMENT EXAMINATION**

The undersigned has carefully examined all Bid Documents.

### **4) ERRORS AND OMISSIONS**

The undersigned fully understands the scope of Work and has checked carefully all words and figures inserted in this Bid and further understands that the City of Santa Monica will be in no way responsible for any errors and/or omissions in the preparation of the Bid. In case of discrepancy between words and figures, the words shall prevail.

### **5) WORK START-UP**

The undersigned agrees, acknowledges and is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of this Contract if it is awarded to the undersigned.

The undersigned will not begin the Work until all requirements in regard to bonds and insurance have been satisfied, the Contract has been executed and the Notice to Proceed has been issued. The undersigned understands that time is of the essence with respect to all time limits set forth in the Contract Documents and will complete all Work within the Contract Time specified in the Contract Documents. The undersigned will execute the Contract and furnish the required statutory bonds and Certificates of Insurance within the period of time specified in the Contract Documents.

**6) NON-COLLUSION AFFIDAVIT**

The undersigned hereby declares under penalty of perjury:

- A. That this Bid is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named.
- B. That it has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid or any other person, firm, or corporation to refrain from bidding.
- C. That it has not in any manner sought by collusion to secure any advantage over any other Bidder.
- D. That it has not in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, or with any public officer of the City of Santa Monica whereby the undersigned executing this affidavit has paid or shall pay to such other Bidder or public officer any sum of money, or has given or shall give to such other Bidder or public officer anything of value whatsoever.
- E. That the undersigned executing this affidavit has not directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for.
- F. That no Bid has been accepted from any Subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any Subcontractor or supplier or which has the effect of keeping a Subcontractor or supplier from bidding to any Contractor who does not use the facilities of or accept Bids from or through such bid depository.
- G. That no inducement of any form or character other than that which appears upon the face of the Bid will be suggested, offered, paid or delivered to any person for the purpose of affecting the award of the Contract.
- H. That it does not have any agreement or understanding of any kind whatsoever, with any person to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this Bid.

**7) BID GUARANTEE OR BIDDER'S BOND**

In the event the undersigned fails to execute a Construction Contract and furnish the required bonds and insurance therefore within the time provided by the Request for Bids, the undersigned agrees that the City of Santa Monica shall recover or retain as liquidated damages all amounts equal to ten percent (10%) of the total amount of the award made, all in accordance with the foregoing stipulations.

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

If the Bidder desires to submit a bond with the Bid instead of cash, a certified check or a cashier's check, the form attached hereto and incorporated herein as Attachment A should be executed.

**8) PRE-BID SITE INSPECTION CERTIFICATION**

The undersigned hereby certifies that it and its Subcontractors have inspected the Site for the performance of the Work and fully acquainted itself with all conditions and matters which might in any way affect the Work, time of completion or the cost thereof.

Bidders must examine and judge for themselves the location, surroundings, physical condition, and nature of any work to be done. The undersigned acknowledges that it is satisfied as to the character, quality and quantities of surface and subsurface materials or obstacles to be encountered and the condition of Existing Improvements insofar as reasonably ascertainable from a careful inspection of the Site and from the geological investigation reports, data and similar information made available by the City. Submission of the Bid by the undersigned shall be conclusive evidence that the undersigned has made such an examination and included all costs associated with preparing the Site for the intended Work.

The Drawings for the Work show conditions as they are supposed or believed to exist. The conditions shown do not constitute a representation or warranty express or implied by the City or its officers that such conditions actually exist.

The Bidder also certifies it has observed the designated Contractor Work areas, material and equipment storage areas, access routes, as well as the ability to protect existing surface and subsurface improvements. No claim for allowance--time or money--will be allowed for such matters.

Persons who inspected site of the proposed Work for your firm:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

**9) TOTAL BID**

To determine the lowest monetary Bidder, the City will calculate the Total Bid, which will equal the sum of the Base Bid listed in Attachment B. The Contract will be awarded to the Best Bidder in accordance with Santa Monica Municipal Code Section 2.24.072.

**10) REJECTION OF BIDS**

The City reserves the right, in its sole discretion, to reject all Bids, delete construction items, and/or decrease quantities of Unit Price items, or waive any minor irregularities in the Bids.

**11) DESIGNATION OF SUBCONTRACTORS**

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100 et seq. of the California Public Contract Code, and any amendments thereto, the undersigned shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's Total Bid, and shall further set forth the trade(s) that will be done by each Subcontractor and the dollar amount of each subcontract. Only one Subcontractor for each such trade shall be listed. If there are additive alternates, the Contractor must list any subcontractors performing in excess of one-half (1/2) of one percent (1%) of the Contractor's Total Bid.

If the Contractor fails to specify a Subcontractor for any portion of the Work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the Work except in cases of public emergency or necessity, and then only after the City, in a finding reduced to writing as a public record of the City, sets forth the facts constituting the emergency or necessity.

Re-subletting or re-subcontracting of any portion of the Work for which a subcontractor was designated in the original Bid shall only be permitted for the reasons and according to the procedures set forth in Sections 4100 et seq. of the California Public Contract Code.



Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

Except for the Subcontractors listed above and for the Subcontractors who will perform work in an amount less than one-half (1/2) of one percent (1%) of the Contractor's Total Bid, the Contractor acknowledges that the Contractor will perform all required work as required by Section 4106 of the Public Contract Code.

**12) PRE-BID QUALIFICATION STATEMENT (if applicable)**

The Contractor Pre-Qualification Statement" submitted as Phase One of the Bid Process does NOT need to be resubmitted with the Bid (Phase Two), but is considered part of the Contractor's overall Bid package and is hereby incorporated by reference into this Bid.

**13) BIDDER'S QUALIFICATION STATEMENT**

The City reserves the right, after reviewing the qualification statements, to reject any and all Bids, and to award the Bid to the Best Bidder. The following qualification statements are intended for the purpose of determining the Bidder qualified to provide successful performance on the type of work required to construct this Project.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted To: City of Santa Monica

Address: 1685 Main Street, Santa Monica, CA 90401

Submitted By: \_\_\_\_\_

Address: \_\_\_\_\_

Principal Office: \_\_\_\_\_

A.  Corporation  Partnership  Joint Venture  
 Individual  Other (specify): \_\_\_\_\_

a. If a Corporation, answer the following questions:

Date of Incorporation: \_\_\_\_\_

Place of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name (s): \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

\_\_\_\_\_

Secretary or Clerk's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Agent for Service: \_\_\_\_\_

Signatory(ies): \_\_\_\_\_

Title(s): \_\_\_\_\_

b. If a Partnership, answer the following questions:

Type of Partnership (Limited or General): \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Location where Partnership formed: \_\_\_\_\_

Name(s) and Address(es) of Partner(s): \_\_\_\_\_

Authorized Signatory(ies): \_\_\_\_\_

c. If a Joint Venture, answer the following questions:

Date of Formation: \_\_\_\_\_

Place of Formation: \_\_\_\_\_

Authorized Signatory(ies): \_\_\_\_\_

d. If an Individual, signature: \_\_\_\_\_

e. If Other, answer the following questions:

Nature of Organization: \_\_\_\_\_

Name of Principals: \_\_\_\_\_

Authorized Signatory(ies): \_\_\_\_\_

B. Number of years engaged in construction  
business under present firm or trade  
name:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

Under what other name or former names  
has your business operated? \_\_\_\_\_

Identify all other business names used by  
any corporate officers/partners/principals  
within the past five years \_\_\_\_\_

C. Contractor Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Alternate: \_\_\_\_\_

Title: \_\_\_\_\_

D. Staff Roster/Functions:

Furnish a proposed organization chart that includes all positions and  
names of personnel anticipated to be assigned to the Project and indicate  
whether full or part time.

List key members of your staff who will be assigned to or responsible for  
Work as a team member on this Project and provide the following  
information for each individual:

	Project Executive	Project Superintendent	Project Manager
Name			
Years with Company			
Years in Position			
Projects Completed and for Whom			

E. Construction Experience:

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

Bidders participating in this publicly bid contract must have completed at least three projects similar in nature to the Project subject of this Bid in the last ten (10) years, each having an in place value of at least **\$800,000.00**. List these projects below.

a. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

b. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

c. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

d. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

e. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

F. Is your firm registered with the State of California Department of Industrial Relations (DIR) as outlined in the Instructions to Bidders, Section 13?

Yes  No

DIR Registration Number: \_\_\_\_\_

Are your subcontractors registered with the State of California Department of Industrial Relations (DIR) as outlined in the Instructions to Bidders, Section 13?

Yes  No

DIR Registration Number(s): \_\_\_\_\_

G. List the construction projects in excess of **\$800,000.00** your organization has in progress:

a. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

b. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

c. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

d. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

e. Owner: \_\_\_\_\_

Project Location: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

H. Have you or your firm or any principal in your firm ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding?

Yes       No

If yes, when and where?

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

I. Claims and Litigation:

Contractor as Defendant

Have you, your firm, or any principal in your firm **ever** had any claims filed against you by any "owner" (including a public agency owner), bonding company, subcontractor or supplier?

Yes       No

If yes, describe the nature of each claim and its resolution.

---

---

Have you, your firm, or any principal in your firm **ever** had been sued by any "owner" (including a public agency owner), or bonding company insuring said "owner" for default on a contract?

Yes       No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

---

---

Have you, your firm, or any principal in your firm **ever** been sued by a subcontractor or material supplier for default on a contract?

Yes       No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

---

---

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

During the past 5 years have you, your firm, or any principal in your firm been a defendant in any lawsuit besides those described in the paragraphs above?

Yes       No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

---

---

Contractor as Claimant or Plaintiff

Have you, your firm, or any principal in your firm **ever** filed a claim against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any claims arising under any contract?

Yes       No

If yes, provide details as to the nature, date and resolution of any such claim.

---

---

Have you, your firm, or any principal in your firm **ever** filed a lawsuit against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any disputes arising under any contract?

Yes       No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

---

---

Binding Arbitration

Have you, your firm, or any principal in your firm **ever** had to submit to binding arbitration to resolve a dispute arising from a contract?

Yes       No

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

If yes, what were the circumstances and outcome of such arbitration?

---

---

- J. The Contractor's bonding companies must meet the requirements set forth in the Bid Documents.

Provide information regarding the company(ies) that will be providing bonding coverage for this project:

Name of Firm: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Has **any** bonding company ever refused to bond your firm for a contract?

Yes  No

If yes, what were the circumstances?

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---

- K. Has a bonding company ever been required to pay on a bond issued to your firm for a contract?

Yes  No

If yes, what were the circumstances?

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---

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

L. Delays in Project Completion

Has your firm **ever** failed to complete a project by the construction deadline specified in the contract?

Yes       No

If yes, describe the nature of the particular project, the original number of contract days specified for completion, the reasons for any delays, any change orders extending the time of completion, and the total number of days actually required to complete the project.

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Has your firm **ever** been penalized with liquidated damages for failure to complete the terms of a contract within a specified time?

Yes       No

If yes, what were the circumstances?

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M. Has your firm **ever** been penalized for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors?

Yes       No

If yes, what were the circumstances?

---

---

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

N.

Has your firm ever terminated or abandoned a contract prior to completion of all work on the project?

Yes       No

If yes, what were the circumstances?

---

---

Has any "owner" (including a public agency owner) ever terminated a contract with your firm prior to completion of this project?

Yes       No

If yes, what were the circumstances?

---

---

O. List or attach your major equipment available for this Contract.

---

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P. The Contractor's insurance carriers must meet the requirements set forth in the Bid Documents.

Provide information regarding your insurance agent or agents who will be providing insurance certificates evidencing required coverages for the project:

Name of Agent: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

Q. Provide your banking references:

Name of Agent: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

R. Provide information regarding your on-site quality control.

\_\_\_\_\_  
\_\_\_\_\_

**14) ADDENDA**

The Bidder shall acknowledge receipt of all Addenda, if any:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

**15) BIDDER'S ACKNOWLEDGMENT**

The undersigned hereby declares under penalty of perjury that:

- A. Its firm has a net worth greater than 50% and liquidity greater than 10% of the Bid amount.
- B. All necessary resources will be dedicated to complete this project within the designated contract period.
- C. The full names and residence of all persons and parties interested in the foregoing proposal, as principals, are as follows:

_____	_____
(full name)	(residence)
_____	_____
(full name)	(residence)
_____	_____
(full name)	(residence)

NOTICE: Give first and last names in full; in case of a corporation, give names of the President, Secretary, Treasurer and Manager, and affix the corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

_____	_____
(Contractor's Business Name)	(Submitted by - signature)
_____	_____
(Business Address)	(Title)
_____	_____
(City) (State) (Zip)	(Business Phone Number)
_____	_____
(Contractor's License Number)	(License Expiration Date)
_____	
(License Classification)	

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Respectfully submitted,

_____	_____
(Signature and Name)	(Date)

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

**ATTACHMENT A - BID GUARANTEE OR BIDDER'S BOND**  
(BIDDER'S BOND TO ACCOMPANY BID)

Attached hereto is cash, a certified check, a cashier's check or a Bidder's bond in the amount of:

Dollars \$ \_\_\_\_\_ said amount \_\_\_\_\_  
(in figures) (in words)

being not less than ten percent (10%) of the amount bid, which it is agreed shall be retained as liquidated damages by the City of Santa Monica if the undersigned fails or refuses to execute the Construction Contract and furnish the required bonds and certificates of insurance within the time provided.

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

KNOW ALL PERSONS BY THESE PRESENTS,

That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF SANTA MONICA, hereinafter called "CITY" in the sum of ten percent (10%) of the Bid amount for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the Contract Documents of the City for the project entitled:

\_\_\_\_\_

NOW THEREFORE, if said Principal is awarded the Construction Contract by said City and within the time and in the manner required under the heading "Instructions to Bidders" included with said Contract Documents, enters into a written contract on the form of "Construction Contract" included with said Contract Documents, and furnishes the required bonds to the satisfaction of the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of the City, be forfeited to the City. In the event suit is brought upon this bond by said City and judgment is made in favor of the City, said Surety shall pay all costs incurred by said City in such suit, including reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Signature)

SEAL AND NOTARY

ACKNOWLEDGMENT OF SURETY

(Seal)

**ATTACHMENT B – BASE BID**  
(TO ACCOMPANY BID)

The Bidder agrees to provide and install all Work as described in the Contract Documents, including licenses, permits, fees, taxes, overhead, bond and insurance, for the lump sum set forth below. The quantities set forth in the below unit prices are an approximation. The City does not represent that the actual quantity of any item will equal the approximate quantity stated. In addition the City shall have the right to increase or decrease any item for which an approximate quantity is stated, based on unit price Bid, or to require changes in the Contract Documents which do not in the opinion of the City materially change the character of the Work of the item from that on which the Bidder based its unit price Bid. The Contract Sum will be adjusted at the Unit Prices quoted on the basis of actual quantities measured during the Work. As noted above, the Work described in the Unit Prices is in addition to the quantities currently shown in the Contract Documents as part of the Work of the Base Bid. Also as noted below, the quantities quoted in the below Unit Prices are an approximation and are not intended to represent actual quantities.

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (in words)</b>	<b>Unit Price (in figures)</b>	<b>Extended Total Cost (in figures)</b>
1	Remove existing 50 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	1			
2	Remove existing 70 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	26			
3	Remove existing 100 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	257			
4	Remove existing 150 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	44			
5	Remove existing 200 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	311			

Bidder's Name: \_\_\_\_\_ (enter on each bid form page)

6	Remove existing 250 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	559			
7	Remove existing 310 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	30			
8	Remove existing 360 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	9			
9	Remove existing 400 W cobrahead Luminaire and replace with new equivalent LED cobrahead.	Each	34			
10	Traffic Control	LS	1			

**TOTAL BASE BID (in figures): \$ \_\_\_\_\_**

**TOTAL BASE BID (in words): \_\_\_\_\_**

**ATTACHMENT C – ADDITIVE/DEDUCTIVE ALTERNATE BID**  
(TO ACCOMPANY BID, IF APPLICABLE)

The Bidder agrees to provide an additive/deductive for the Alternate items listed herein as part of the overall Work. The quantities set forth in the below unit prices are an approximation. The City does not represent that the actual quantity of any item will equal the approximate quantity stated. In addition the City shall have the right to increase or decrease any item for which an approximate quantity is stated, based on unit price Bid, or to require changes in the Contract Documents which do not in the opinion of the City materially change the character of the Work of the item from that on which the Bidder based its unit price Bid. The Contract Sum will be adjusted at the Unit Prices quoted on the basis of actual quantities measured during the Work. As noted above, the Work described in the Unit Prices is in addition to the quantities currently shown in the Contract Documents as part of the Work of the Base Bid. Also as noted below, the quantities quoted in the below Unit Prices are an approximation and are not intended to represent actual quantities.

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (in words)</b>	<b>Unit Price (in figures)</b>	<b>Extended Total Cost (in figures)</b>

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID (in figures): \$ \_\_\_\_\_**

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID (in words): \_\_\_\_\_**

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID PLUS BASE BID (in figures): \$ \_\_\_\_\_**

**TOTAL ADDITIVE/DEDUCTIVE ALTERNATE BID PLUS BASE BID (in words): \_\_\_\_\_**



## ATTACHMENT D – INSURANCE REQUIREMENTS

### Minimum Insurance Requirements for Public Works Projects

#### CONTRACTOR'S INSURANCE

Prior to commencing the Work, Contractor shall procure and maintain at Contractor's own cost and expense, insurance as required, against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work by Contractor, its Subcontractors or Sub-subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Unless otherwise required in the Special Provisions and Technical Specifications, Contractor shall obtain insurance of the types and in the amounts described below:

#### MINIMUM LIMITS OF INSURANCE

1. Commercial General and Umbrella Liability Insurance: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence/\$3,000,000 in the annual aggregate. Limits may be provided in a "layered" program, by means of primary and umbrella policies.
2. Business Auto and Umbrella Liability Insurance: Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Limits may be provided in a "layered" program, by means of primary and umbrella policies.
3. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
4. Contractors' Pollution Legal Liability\*: Contractor shall maintain Contractors' Pollution Legal Liability insurance with a limit of not less than \$1 million each occurrence or claim and a \$2 million annual aggregate.

This contract ( is or  is not) subject to the Contractors' Pollution Legal Liability Insurance.

#### MINIMUM SCOPE OF INSURANCE

CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from:

- a. Premises - operations.
- b. Independent contractors - subcontractors.
- c. Products/completed operations.
- d. Personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- e. Explosions, collapse and underground hazards.
- f. Broad form contractual.
- g. Broad form property damage.

Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or on a substitute form providing equivalent liability coverage. If necessary, the policy

shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by City. Any and all deductibles for required insurance policies shall be assumed to be by and for the account of, and at the sole risk of, Contractor. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees or volunteers; or Contractor shall provide a financial guarantee satisfactory to City of guaranteeing payment of Losses, related investigation, Claim administration and defense expenses.

### **OTHER INSURANCE PROVISIONS**

The General Liability and Automobile Liability policies shall contain, or be endorsed to contain the following provisions:

The Construction Manager, City, Design Consultant, and its officers, officers, officials, employees and volunteers, as applicable, are to be covered as additional insureds, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. Coverage as additional insureds includes liability for and relating to the Work to be performed by Contractor; premises owned, leased, or used by Contractor; or premises on which Contractor is performing services on behalf of City. City, Construction Manager and Design Consultant and other additional insureds mentioned in this Paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such insurance coverage.

For any Claims related to this Project, Contractor's insurance coverage shall be primary insurance as respects the Construction Manager, City, its, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of Section 2782 of the Civil Code.

A Severability of Interest Clause stating that: The term "insured" is hereby used severally and collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability.

A Cross Liability Clause stating that: In the event of Claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a Claim is made or may be made in the manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements.

### **GENERAL LIABILITY, WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

The Worker's Compensation, Employer's Liability and General Liability insurances shall include provision by which the insurer shall agree to waive all rights of subrogation against the Construction Manager, City, its officers, officials, employees and volunteers for Losses arising from activities and operations of Contractor in the performance of services under the Contract.

### **ALL COVERAGES**

Cancellation Notice Requirements: All insurance policies provided under the Contract Documents shall be endorsed to state that coverage shall not be canceled except after thirty (30) Days prior written

notice to City. Notice thereof shall be sent to both the City Project Manager and Risk Manager, by certified mail, return receipt requested, for all of the required insurance policies. All such notices shall name Contractor and the Construction Contract number.

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Construction Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Construction Contract and obtain damages from Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by City's Risk Manager.

### **VERIFICATION OF COVERAGE**

Contractor shall furnish City with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be on the forms attached as Exhibits 2-5 and incorporated herein by reference or on other than City's forms, provided these forms and endorsements conform to the requirements in this Article. All certificates and endorsements are to be received and approved by City before Work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effectuating the coverage required by these Contract Documents at any time.

### **SUBCONTRACTORS**

Contractor shall include all Subcontractors and Sub-subcontractors as insureds under its policies, or shall furnish separate certificates and endorsements for each Subcontractor and Sub-subcontractors in compliance with this Article. All coverages for Subcontractors and Sub-subcontractors shall be subject to all of the requirements stated herein.

At the request of City, Contractor shall submit to City copies of the policies obtained by Contractor.

## ATTACHMENT E – LIVING WAGE CERTIFICATION

### CITY OF SANTA MONICA LIVING WAGE ORDINANCE

#### NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO BUSINESS WITH THE CITY OF SANTA MONICA

THIS BID IS SUBJECT TO COMPLIANCE WITH THE  
CITY OF SANTA MONICA LIVING WAGE ORDINANCE (SEE BELOW).

The City of Santa Monica has adopted a Living Wage Ordinance, Chapter 4.65, which requires the payment of a specified minimum wage for work done pursuant to a services contract with the City where the contract amount is \$54,200 or more and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses. This Living Wage Ordinance applies to services provided by employees who do not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. The minimum wage is \$15.87 an hour for the period commencing from July 1, 2016, up through June 30, 2017. This minimum wage rate is adjusted annually each July 1st. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

The Living Wage Ordinance applies the services sought pursuant to this bid and **bidders are required to prepare and return the Living Wage Certification Forms**. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please note that the Living Wage Ordinance sets the Minimum Wage at \$15.87 per hour and provides for an annual adjustment each July 1st, by an amount corresponding to the previous calendar year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties. **It has been determined that the minimum wage is \$15.87 an hour for the period commencing from July 1, 2016 through June 30, 2017.**



**CITY OF SANTA MONICA  
LIVING WAGE ORDINANCE**

**Certification for Providers of Services to the  
City of Santa Monica  
(Fiscal Year 2016-17: July 1, 2016 through June 30, 2017)**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF  
SANTA MONICA IN EXCESS OF \$54,200**

The City of Santa Monica Municipal Code Chapter 4.65, Living Wage Ordinance (LWO), establishes a Minimum Wage of **\$15.87 per hour**<sup>1</sup> for certain employees of contractors providing services to the City where services exceed \$54,200 and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses.

An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license.

The Living Wage Ordinance applies the services sought pursuant to this bid and bidders are required to prepare and return the Living Wage Certification Form. If the bidder is selected, the bidder must maintain payroll records that include, at minimum, the full name of each employee providing services under the contract, job classification and rate of pay. Bids that fail to include Certification Forms may be considered non-responsive and excluded from further consideration.

Please prepare the following certification if you are a contractor engaging in a contract for services with the City of Santa Monica in excess of \$54,200.

Your signature on this certification grants the City permission to review any and all payroll books and records and any company documents pertaining to the benefits offered to employees to assure your compliance with the LWO during the term of the contract.

Please direct any questions and send the completed, signed Certification to:

City of Santa Monica Finance Department  
Attention: Living Wage Compliance Section  
1717 4th Street, Suite 250  
Santa Monica, CA 90401

You can also contact staff regarding living wage ordinance questions by e-mail at [Finance.mailbox@smgov.net](mailto:Finance.mailbox@smgov.net) or by phone 310-458-8281.

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<sup>1</sup>

Adjusted annually each July 1 by an amount corresponding to the previous year's change (January to January) in the Consumer Price Index for Urban Wage Earners and Clerical Workers 1982-84=100 for Los Angeles-Riverside-Orange County, California

**CITY OF SANTA MONICA  
LIVING WAGE ORDINANCE CERTIFICATION**

**July 1, 2016 through June 30, 2017**

**TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE  
CITY OF SANTA MONICA IN EXCESS OF \$54,200  
MINIMUM WAGE - \$15.87 per hour**

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE

If this contract is not subject to the Living Wage Ordinance requirements, please note the reason below and attach supporting documentation for exemption. For example, in order to be exempt pursuant to a collective bargaining agreement, a signed collective bargaining agreement must be attached.

- (a) \_\_\_\_\_ contractor is a government agency and is exempt
- (b) \_\_\_\_\_ contractor is a City grantee and is exempt
- (c) \_\_\_\_\_ contractor is a non-profit corporation and is exempt
- (d) \_\_\_\_\_ contractor is an employer whose employees are covered by a bona fide collective bargaining agreement where the waiver is explicitly set forth in an agreement in clear and unambiguous terms
- (e) \_\_\_\_\_ contractor is a corporation providing banking services

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Santa Monica's Living Wage Ordinance (LWO), and the applicability of the LWO, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all terms of the LWO, as mandated in all sections of Santa Monica Municipal Code, Chapter 4.65. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the Director of Finance in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract, which shall be grounds for termination. City shall have the right to examine all books and records of the Contractor as they relate to compliance with the LWO. Payroll records shall at a minimum include the full name of each employee performing labor or providing services under the contract, job classification, and rate of pay.

These statements are made under penalty of perjury under the laws of the State of California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Bid Number (if applicable): \_\_\_\_\_

Service Description: \_\_\_\_\_

## **ATTACHMENT F – OAKS INITIATIVE DISCLOSURE**

### **CITY OF SANTA MONICA OAKS INITIATIVE NOTICE**

#### **NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA**

Santa Monica’s voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a “public benefit” to that person or entity. Examples of a “public benefit” include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative’s requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative’s text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a “public benefit.” If the “public benefit” is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officer, or (e) ten percent interest in the entity. Therefore, if you are seeking a “public benefit” covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form – see next page.



## CITY OF SANTA MONICA OAKS INITIATIVE DISCLOSURE FORM

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.

**Name of Entity:** \_\_\_\_\_

Name(s) of persons or entities receiving public benefit:

Name(s) of trustees, directors, partners, and officers:

Name(s) of those with more than a 10% equity, participation, or revenue interest:

---

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax “abatement, exception, or benefit” of a value in excess of \$5,000 in any 12-month period; or
7. Payment of “cash or specie” of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

FOR CITY USE ONLY:

Bid/PO/Contract # \_\_\_\_\_ Permit # \_\_\_\_\_

## **ATTACHMENT G – ARIZONA DISCLOSURE**

### **CITY OF SANTA MONICA CITY POLICY ON DOING BUSINESS WITH ARIZONA FIRMS**

#### **NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO BUSINESS WITH THE CITY OF SANTA MONICA**

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MONICA DENOUNCING ARIZONA'S ANTI-IMMIGRATION, LAW SUSPENDING OFFICIAL TRAVEL TO THE STATE OF ARIZONA AND DEVELOPING ADDITIONAL FINANCIAL SANCTIONS UNTIL SUCH TIME AS THE NEW LAW IS REVOKED**

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, vendors offering goods or services to the City of Santa Monica must complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the form with your bid packet prior to the closing date of bid.

Contractors that do not have headquarters in the State of Arizona and those that will not be working with Arizona-headquartered subcontractors to provide goods and/or services as specified in this solicitation will take priority in the bidding process.

NOTE: Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Failure to return this form or inability to certify as to its provisions will render your bid or proposal non-responsive.

State of Arizona Disclosure Form - see next page.



CITY OF SANTA MONICA
STATE OF ARIZONA DISCLOSURE FORM

TO BE COMPLETED BY ALL VENDORS PROVIDING GOODS AND SERVICES TO THE CITY OF SANTA MONICA

Headquarter location or residency may not be considered as a factor if prohibited by applicable law. Please check the appropriate boxes below.

Our company's headquarters are located in the State of Arizona.

Yes No checkboxes

Goods or services pertaining to this solicitation will be provided by a subcontractor whose business is headquartered in the State of Arizona.

Yes No checkboxes

If the response to the statement above was "yes", please list any and all subcontractors headquartered in the State of Arizona that may be providing goods or services (pertaining to this solicitation) to the City of Santa Monica. If more than one, attach a list of additional subcontractors, including the physical address of each location.

Name of Subcontractor:

Street Address:

City: State: Zip Code:

\*\*\* PORTION BELOW TO BE COMPLETED BY ALL VENDORS \*\*\*

\*\*\*\*\*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: Date:

Printed name: Title:

Name of Company:

Street Address of Headquarters:

City: State: Zip Code:

Telephone # (including area code): Email:

FOR CITY USE ONLY NOTES:



## ATTACHMENT H – PUBLIC WORKS – PREVAILING WAGE JOB ACKNOWLEDGMENT

Contracts are considered “Public Works” when they include services for construction, alteration, demolition, installation or repair work, and maintenance services.

<b>PROJECT NAME:</b>	
<b>LOCATION OF WORK:</b>	
<b>TYPE OF WORK:</b>	<input type="checkbox"/> New Construction (> than \$25,000) <input type="checkbox"/> Alteration, Installation, Demolition, Repair, or Maintenance (> than \$15,000)
<b>ESTIMATED WORK START DATE:</b>	

**Prevailing Wage** - Contractors must comply with the prevailing wage requirements. (California Labor Code Section 1782)

**Contractor Registration with the California Department of Industrial Relations (DIR)** - Contractors wishing to bid on or engage in the performance of Public Works projects requiring the payment of prevailing wage as noted above **must register with the California DIR** (<https://efiling.dir.ca.gov/PWCR/>). (California Labor Code Section 1725.5)

This is notice that contractor/s and subcontractor/s must register with the California DIR and that:

- This project is subject to compliance monitoring and enforcement by the DIR.
- 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 DIR pursuant to Labor Code section 1725.5.
- 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 DIR pursuant to Labor Code section 1725.5.
- All contractors and subcontractors must furnish electronic certified payroll records (e-CPR) directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) ([http://www.dir.ca.gov/Public-Works/eCPR\\_System-iForm.html](http://www.dir.ca.gov/Public-Works/eCPR_System-iForm.html)).
- Contractor agrees to maintain and provide certified payroll records for all of its workers on the project within ten (10) days of any written request made by the DIR, City staff and/or the City’s designated wage monitoring contractor.
- If Contractor employs journeymen or apprentices in any apprenticeable craft or trade, Contractor agrees to contribute the amount stated as “Training Fund” in the job determination to the California Apprenticeship Council (<http://www.dir.ca.gov/das/PublicWorksForms.htm>).
- Contractors must meet the apprentice requirement (if applicable) before hiring tenders.
- Contractor agrees to include provisions in all of its subcontracts to ensure subcontractor compliance with the above referenced prevailing wage and registration requirements for all subcontract workers on the project.
- Contractor may be subject to withholding of contract payments for underpayment of prevailing wages and/or penalties for failure to comply with prevailing wage and registration requirements.

The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the [Department of Industrial Relations](http://www.dir.ca.gov/OPRL/PWD/index.htm) (<http://www.dir.ca.gov/OPRL/PWD/index.htm>).

Contractors shall promptly notify the City in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the

determination of prevailing rates at the job site/s. The Contractor is also required to furnish certificate/s of liability and/or workers' compensation insurances.

Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public works project. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury. The City may require hard copies of these records for verification, prior to making related payments to the contractor (this is in addition to the electronic certified payroll reporting required by the DIR).

By signing below the contractor attests that he has read and understands this document, that he is aware of the public work and prevailing wage requirements as set forth in the California Labor Code Sections 1720 et seq.; that he is an owner, officer, or other duly authorized representative of the firm; that he and each of his subcontractors is registered with the California DIR; and that he is 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 will comply with such provisions before commencing the performance of the work of this contract.

Contractor Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name and Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Contractor State License Board Number (CSLB): \_\_\_\_\_ DIR Registration Number: \_\_\_\_\_  
 Professional DIR Registration Number (*Additional* number for Professional Services Firms only): \_\_\_\_\_  
 Name of Apprenticeship Program affiliated with (*if any*): \_\_\_\_\_

Please indicate the estimated number of staff and job classification(s) your company will employ on this project. To locate job classifications, please reference the DIR prevailing wage website: <http://www.dir.ca.gov/OPRL/PWD/index.htm> or contact the Department of Industrial Relations- Prevailing Wage Unit at (415) 703-4774.

#	Craft	Group Number/ Trade Classification	Number of Staff	Apprenticeable? Y/N
1				
2				
3				
4				
5				
6				

1. Is there a predetermined wage increase during the contract? (Yes/No) \_\_\_\_\_
2. Is the contract more than \$30,000? (Yes/No) \_\_\_\_\_  
 When applicable to the craft, apprentices are required on all public works projects over \$30,000.  
 If yes, how many apprentices will you use? \_\_\_\_\_
3. Is your company aware of where to report and send training fund payments to? (Yes/No) \_\_\_\_\_



**Contractors must list all Subcontractors they intend to use for the Project**

*(Attach additional sheet for each subcontractor)*

Sub-Contractor Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contractor State License Board Number (CSLB): \_\_\_\_\_ DIR Registration Number: \_\_\_\_\_

Professional DIR Registration Number (*Additional* number for Professional Services Firms only): \_\_\_\_\_

Name of Apprenticeship Program affiliated with (*if any*): \_\_\_\_\_

Please indicate the estimated number of staff and job classification(s) your company will employ on this project. To locate job classifications, please reference the DIR prevailing wage website: <http://www.dir.ca.gov/OPRL/PWD/index.htm> or contact the Department of Industrial Relations- Prevailing Wage Unit at (415) 703-4774.

#	Craft	Group Number/ Trade Classification	Number of Staff	Apprenticeable? Y/N
1				
2				
3				
4				
5				
6				

1. Is there a predetermined wage increase during the contract? (Yes/No) \_\_\_\_\_

2. Is the contract more than \$30,000? (Yes/No) \_\_\_\_\_

When applicable to the craft, apprentices are required on all public works projects over \$30,000.

If yes, how many apprentices will you use? \_\_\_\_\_

3. Is your company aware of where to report and send training fund payments to? (Yes/No) \_\_\_\_\_

**California Prevailing Wage Laws:**

<http://www.dir.ca.gov/public-works/CaliforniaPrevailingWageLaws.pdf>

§ 1727 (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

§ 1773.2. Specification of general wage rate in call for bids, in bid specifications and in contract; posting at job site

The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract. In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site.

§ 1775. Penalties for violations

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

§ 1777.7. Violations of § 1777.5; civil penalty; procedures

(a) (1) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor knowingly violated Section 1777.5, the contractor and any subcontractor responsible for the violation shall forfeit, as a civil penalty to the state or political subdivision on whose behalf the contract is made or awarded, not more than one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation within a three-year period, if the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

§ 1776 (h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a) (*Certified Payrolls*). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

## **Prevailing Wage Reference Information for Prime and Subcontractors**

### Applicable Links & Information:

- State of California, Division of Labor Standards Enforcement, Public Works Manual  
<http://www.dir.ca.gov/dlse/PWManualCombined.pdf>
- Contact the Department of Industrial Relations (DIR):  
[Statistics@dir.ca.gov](mailto:Statistics@dir.ca.gov) or [Publicworks@dir.ca.gov](mailto:Publicworks@dir.ca.gov) (415)-703-4774
- FAQs - Contractor Registration Law Applies to Contractors and Subcontractors - How to Register on DIR  
<http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>
- DIR Account Setup  
<https://efiling.dir.ca.gov/PWCR/>
- Prevailing Wage Determinations - craft/journeyman/apprentice  
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Apprentices are required on *all public works projects over \$30,000*  
<http://www.dir.ca.gov/das/PublicWorksForms.htm>  
<http://www.dir.ca.gov/das/publicworksfaq.html>
- Payment to California Apprenticeship Council (CAC) Training Fund (if applicable)  
<http://www.dir.ca.gov/CAC/TrainingFund/TFSearch.html>  
<http://www.dir.ca.gov/das/PublicWorksForms.htm>
- Certified Payroll Reporting & Upload  
(all certified payrolls will be required to be uploaded to eCPR.)  
[http://www.dir.ca.gov/Public-Works/eCPR\\_System-iForm.html](http://www.dir.ca.gov/Public-Works/eCPR_System-iForm.html)  
<https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp>  
<https://efiling.dir.ca.gov/eCPR/pages/search>  
<https://efiling.dir.ca.gov/eCPR/pages/home.jsp>



CONSTRUCTION CONTRACT

by and between

City of Santa Monica

and

**ON-BILL FINANCED LED STREETLIGHT REPLACEMENT PROJECT  
SP 2372**

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## CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT entered into on \_\_\_\_\_, 2016 ("Execution Date") by and between the CITY OF SANTA MONICA, a California municipal corporation ("City"), and \_\_\_\_\_ ("Contractor"), is made with reference to the following:

### **RECITALS:**

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a \_\_\_\_\_ duly organized and in good standing in the State of \_\_\_\_\_, License Number \_\_\_\_\_. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Construction Contract.

C. On \_\_\_\_\_, 2016 City issued a Notice Inviting Bids to contractors for the On-Bill Financed LED Streetlight Replacement Project. A copy of City's Notice Inviting Bids is attached hereto as Exhibit 1 and incorporated by reference. In response to City's Notice Inviting Bids, Contractor submitted its Bid. A copy of Contractor's Bid is attached hereto as Exhibit 2 and incorporated herein by reference. Also attached hereto and incorporated by reference are the General Conditions (Exhibit 3), Special Provisions and/or Technical Specifications (Exhibit 4), Payment and Performance Bonds (Exhibit 5), Insurance Forms (Exhibit 6), Living Wage Certification (Exhibit 7), Oaks Initiative Disclosure (Exhibit 8), Arizona Business Disclosure (Exhibit 9), and Additional Contract Requirements, if applicable (Exhibit 10).

D. City and Contractor desire to enter into this Construction Contract for the On-Bill Financed LED Streetlight Replacement Project, and other services as identified in the Bid Documents for the On-Bill Financed LED Streetlight Replacement Project upon the following terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the undersigned parties as follows:

### **SECTION 1                      INCORPORATION OF RECITALS AND DEFINITIONS.**

#### **1.1      Recitals.**

All of the recitals are incorporated herein by reference.

#### **1.2      Definitions.**

Capitalized terms shall have the meanings set forth in this Construction Contract and/or in the General Conditions. If there is a conflict between the definitions in this Construction Contract and in the General Conditions, the definitions in this Construction Contract shall prevail.

## **SECTION 2            THE PROJECT.**

The Project is the construction of the On-Bill Financed LED Streetlight Replacement Project ("Project").

## **SECTION 3            THE CONTRACT DOCUMENTS.**

The Contract Documents consist of the following collection of documents:

- (i) Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable).
- (ii) Executed Construction Contract between City and Contractor.
- (iii) Notice Inviting Bids.
- (iv) Instructions to Bidders
- (v) Bidding Addenda.
- (vi) Contractor's Bid.
- (vii) General Conditions.
- (viii) Special Provisions and Technical Specifications.
- (ix) Performance and Payment Bonds.
- (x) Insurance Forms.
- (xi) Plans and Drawings.
- (xii) Reports listed in the Bidding Documents.
- (xiii) Supplements, Attachments, and Exhibits attached to the above items.
- (xiv) Modifications.
- (xv) Change Orders.
- (xvi) Field Orders.

## **SECTION 4            THE WORK.**

The Work includes all labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any Changes requested by City, in accordance with the Contract Documents and all Applicable Code Requirements.

## **SECTION 5            PROJECT TEAM.**

In addition to Contractor, City has retained, or may retain, consultants and contractors to provide professional and technical consultation for the design and construction of the Project. The Project requires that Contractor operate efficiently, effectively and cooperatively with City as well as all other members of the Project Team.

## **SECTION 6            TIME OF COMPLETION.**

### **6.1 Time Is of Essence.**

Time is of the essence with respect to all time limits set forth in the Contract Documents.

**6.2 Commencement of Work.**

Contractor shall commence the Work on the date specified in City's Notice to Proceed.

**6.3 Contract Time.**

Contractor shall diligently prosecute the Work to Substantial Completion within **100 Calendar Days** after the date specified in City's Notice to Proceed.

**6.4 Liquidated Damages.**

**6.4.1 Entitlement.**

City and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Contract Time, City will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to:

- (i) Loss of public confidence in City and its contractors and consultants.
- (ii) Loss of public use of public facilities.
- (iii) Extended disruption to public.

**6.4.2 Daily Amount.**

City and Contractor have reasonably endeavored, but failed, to ascertain the precise amount relationship to the actual damage that City will incur if Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time. Therefore, the parties agree that in addition to all other damages to which City may be entitled other than delay damages, in the event Contractor shall fail to achieve Substantial Completion of the entire Work within the Contract Time, Contractor shall pay City as liquidated damages the amount of **\$850** per day for each Day occurring after the expiration of the Contract Time until Contractor achieves Substantial Completion of the entire Work. The liquidated damages amount is not a penalty but considered to be a reasonable estimate of the amount of damages City will suffer.

**6.4.3 Apportionment.**

Such liquidated damages shall be subject to apportionment for delays to Substantial Completion for which Contractor is entitled to receive an extension of time under the Contract Documents. Such apportionment shall not be affected by the fact that liquidated damages may not be capable of apportionment for other periods of time during which there have occurred delays concurrently caused by both City and Contractor. It being the Contractor's obligation to have the entire Work Substantially Completed within the Contract Time, it is agreed that such liquidated damages shall not be apportioned for portions of the Work completed prior to expiration of the Contract Time.

**6.4.4 Exclusive Remedy.**

City and Contractor acknowledge and agree that this liquidated damages provision shall be City's only remedy for delay damages caused by Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

**6.4.5 Damages upon Abandonment.**

In the event that Contractor either abandons the Work or is terminated for default in accordance with the provisions of Section 16 of this Construction Contract, City shall have the right, in its sole discretion exercised by written notice issued either before or after Substantial Completion, to elect to either assert or waive its right to liquidated damages under this Paragraph 6.4.

- .1 If City elects to assert its right to liquidated damages, then the liquidated damages shall be calculated from expiration of the Contract Time to the date that Substantial Completion of the Work is achieved by City or its replacement contractor employed to complete Contractor's performance.
- .2 If City elects to waive its right to liquidated damages, then Contractor shall be liable to City, in lieu of the liquidated damages provided for in this Paragraph 6.4, for all actual Losses proximately resulting from Contractor's failure to complete the Work within the Contract Time.

**6.4.6 Other Remedies.**

The parties further acknowledge and agree that City is entitled to any and all available legal and equitable remedies City may have where City's Losses are caused by any reason other than Contractor's failure to achieve Substantial Completion of the entire Work within the Contract Time.

**6.5 Adjustments to Contract Time.**

The Contract Time may only be adjusted for time extensions approved by City and agreed to by Change Order executed by City and Contractor in accordance with the requirements of the Contract Documents.

**6.6 Additional Compensation to Contractor.**

The Contract Sum shall be increased by the amount of **\$830** for each day of extension to the Contract Time that is permitted under the terms of the General Conditions solely due to Compensable Delay occurring prior to Substantial Completion, but only to the extent that such Compensable Delay is not concurrent with a Non-Compensable Delay. Regardless of the cause of the Delay (including, without limitation, acts or omissions of City or its consultants, errors, conflicts or omissions in the Contract Documents, or Changes to the Work), Contractor agrees to accept the compensation provided for in this Paragraph as its sole and exclusive right, remedy and recovery arising from or related to any Delay, interruption, hindrance, compression, acceleration, disruption or the impact or ripple effect of Delays on the Work, that may occur in connection with Contractor's performance of Work on the Project and for any resulting foreseen or unforeseen:

- (i) Overhead expenses such as, but not limited to, additional supervision, administration, extended or extraordinary overhead (direct or home office), insurance or bond costs and
- (ii) Productivity expenses such as additional loss of productivity, inefficiency, and escalation of costs of labor, wage, material or equipment.

**SECTION 7 COMPENSATION TO CONTRACTOR.**

**7.1 Contract Sum.**

Contractor shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents the Contract Sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**7.2 Full Compensation.**

The Contract Sum shall be full compensation for all Work provided by Contractor and, except as otherwise expressly permitted by the terms of the Contract Documents, shall cover all Losses arising out of the nature of the Work or from the acts of the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by City, all risks connected with the Work, and any and all expenses incurred due to suspension or discontinuance of the Work. The Contract Sum may only be adjusted for Change Orders issued, executed and satisfactorily performed in accordance with the requirements of the Contract Documents.

**7.3 Compensation for Extra or Deleted Work.**

The Contract Sum shall be adjusted (either by addition or credit) for Changes in the Work involving Extra Work or Deleted Work on the basis of both of the following:

- (i) The sum of Allowable Costs as defined in Paragraph 7.2.5 of the General Conditions to be added (for Extra Work) or credited (for Deleted Work) and
- (ii) An additional sum (for Extra Work) or deductive credit (for Deleted Work) based on Contractor Markup and Subcontractor/Sub-subcontractor Markups allowable pursuant to this Section 7.3.

Contractor Markup and Subcontractor/Sub-subcontractor Markups set forth herein are the full amount of compensation to be added for Extra Work or to be subtracted for Deleted Work that is attributable to overhead (direct and indirect) and profit of Contractor and of its Subcontractors and Sub-subcontractors, of every Tier. Contractor Markup and Subcontractor/Sub-subcontractor Markups, which shall not be compounded, shall be computed as follows:

**7.3.1 Self-Performed Work.**

Fifteen percent (15%) of the Allowable Costs for that portion of the Extra Work or Deleted Work to be performed by Contractor with its own forces.

**7.3.2 Subcontractors.**

15% of the Allowable Costs for that portion of the Extra Work or Deleted Work to be performed by a first Tier Subcontractor with its own forces, plus 2.5% thereon for Contractor Markup.

**7.3.3 Sub-subcontractors.**

15% of the Allowable Costs of that portion of the Work to be performed by Sub-subcontractors of the second and lower Tier with their own forces, plus 2.5% thereon for the Subcontractor, plus 2.5% on the combined total thereof for Contractor Markup.

**SECTION 8                      STANDARD OF CARE.**

Contractor agrees that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope and complexity of the Project.

**SECTION 9                      INDEMNIFICATION.**

**9.1      Hold Harmless.**

To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives and volunteers (hereinafter collectively referred to as "Indemnitees"), through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to any of, the following:

- (i) Performance or nonperformance of the Work by Contractor or its Subcontractors or Sub-subcontractors, of any Tier;
- (ii) Performance or nonperformance by Contractor or its Subcontractors or Sub-subcontractors, of any Tier, of any of the obligations under the Contract Documents;
- (iii) The construction activities of Contractor or its Subcontractors or Sub-subcontractors, of any Tier, either on the Site or on other properties;
- (iv) The payment or nonpayment by Contractor of any of its Subcontractors or Sub-subcontractors, of any Tier, for Work performed on or off the Site for the Project; and
- (v) Any personal injury, property damage or economic loss to third persons associated with the performance or nonperformance by Contractor or its Subcontractors or Sub-subcontractors, of any Tier, of the Work.

However, nothing contained herein shall be construed as obligating Contractor to indemnify any Indemnatee for Losses resulting from the sole or active negligence or willful misconduct of the Indemnatee. Contractor shall pay City for any costs incurred in enforcing this provision. Nothing in the Contract Documents shall be construed to give rise to any implied right of indemnity in favor of Contractor against City or any other Indemnatee.

**9.2      Survival.**

The provisions of Section 9 shall survive the termination of this Construction Contract.

**SECTION 10                  COMPLIANCE WITH APPLICABLE CODE REQUIREMENTS.**

This Project constitutes "public works" within the meaning of California Labor Code section 1720 and is subject to the prevailing wage laws. Contractor agrees to be subject to and comply with all applicable federal, state and municipal laws, codes, ordinances and regulations governing the Work, including, but not limited to:

- (i) The applicable provisions of the California Labor Code;
- (ii) Chapter 7.28, Prevailing Wage and Apprenticeship Law, of the Santa Monica Municipal Code;
- (iii) Chapter 4.65, Living Wage Ordinance, of the Santa Monica Municipal Code; and
- (iv) Oaks Initiative requirements.

**SECTION 11                  INSURANCE AND BONDS.**

Prior to the commencement of any Work, Contractor shall provide City with evidence that it has obtained insurance and Performance and Payment Bonds satisfying all requirements in Article 11 of the General Conditions. Failure to do so shall be deemed a material breach of this Construction Contract.

**SECTION 12                  PROHIBITION AGAINST TRANSFERS.**

City is entering into this Construction Contract based upon the stated experience and qualifications set forth in Contractor's Bid. Accordingly, Contractor shall not assign, hypothecate or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any assignment, hypothecation or transfer without said consent shall be null and void.

For purposes of applying the provisions of this Section, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor or of any general partner or joint venturer or syndicate member of Contractor, if a partnership or joint venture or syndicate or co-tenancy exists, which shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

**SECTION 13                  NOTICES.**

**13.1 Method of Notice.**

Except as provided in Section 13.2 below, all notices, demands, requests or approvals to be given under this Construction Contract shall be given in writing and conclusively shall be deemed served on the earlier of the following:

- (i) On the date delivered if delivered personally;
- (ii) On the third business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided;
- (iii) On the date sent if sent by facsimile transmission; or
- (iv) On the date it is accepted or rejected if sent by certified mail.

**13.2 Notice Recipients.**

All notices, demands or requests (including, without limitation, Claims) from Contractor to City shall include the Project name and the number of this Construction Contract and shall be addressed to City at:

City of Santa Monica, Public Works Department  
1437 4th Street, Suite 300  
Santa Monica, California 90401  
Attention: Lee Swain, P.E. City Engineer  
Re: On-Bill Financed LED Streetlight Replacement Project, Contract umber  
(CCS)

with copies to:

Re: On-Bill Financed LED Streetlight Replacement Project, Contract umber  
(CCS)

In addition, copies of all Claims by Contractor under this Construction Contract shall be provided to the following:

Santa Monica City Attorney Office  
1685 Main Street, Third Floor  
Santa Monica, California 90401  
Attention: Marsha Jones Moutrie, City Attorney  
Re: On-Bill Financed LED Streetlight Replacement Project, Contract umber  
(CCS)

All Claims shall be delivered personally or sent by certified mail.

All notices, demands, requests or approvals from City to Contractor shall be addressed to:

Re: On-Bill Financed LED Streetlight Replacement Project, Contract umber  
(CCS)

**13.3 Change of Address.**

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may, by written notice only, add, delete or replace any listed individuals.

**SECTION 14                    DISPUTE RESOLUTION.**

**14.1    Resolution of Contract Disputes.**

Contract Disputes shall be resolved by the parties in accordance with the provisions of this Section 14, in lieu of any and all rights under the law that either party have its rights adjudged by a trial court or jury. All Contract Disputes shall be subject to the Contract Dispute Resolution Process set forth in this Section 14, which shall be the exclusive recourse of Contractor and City for such Contract Disputes.

**14.2    Resolution of Other Disputes.**

**14.2.1    Non-Contract Disputes.**

Contract Disputes shall not include any of the following:

- (i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency;
- (ii) Third party tort claims for personal injury, property damage or death relating to any Work performed by Contractor or its Subcontractors or Sub-subcontractors of any Tier;
- (iii) False claims liability under California Government Code Section 12650, et. seq.;
- (iv) Defects in the Work first discovered by City after Final Payment by City to Contractor;
- (v) Stop notices; or
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents.

**14.2.2    Litigation, City Election.**

Matters that do not constitute Contract Disputes shall be resolved by way of an action filed in the Superior Court of the State of California, County of Los Angeles, West District, and shall not be subject to the Contract Dispute Resolution Process. However, the City reserves the right, in its sole and absolute discretion, to treat such disputes as Contract Disputes. Upon written notice by City of its election as provided in the preceding sentence, such dispute shall be submitted by the parties and finally decided pursuant to the Contract Dispute Resolution Process in the manner as required for Contract Disputes, including, without limitation, City's right under Paragraph 14.4.2 to defer resolution and final determination until after Final Completion of the Work.

**14.3    Submission of Contract Dispute.**

**14.3.1    By Contractor.**

Contractor's right to commence the Contract Dispute Resolution Process shall arise upon City's written response denying all or part of a Claim pursuant to Paragraph 4.2.9 or 4.2.10 of the General Conditions. Contractor shall submit a written Statement of Contract Dispute (as set forth below) to City within seven (7) Days after City rejects all or a portion of Contractor's Claim. Failure by Contractor to submit its Statement of Contract Dispute in a timely manner shall result in the decision by City on the Claim becoming final and binding. Contractor's Statement of Contract Dispute submitted by Contractor shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to

the Contract Dispute, the dates of their occurrence and the asserted effect on the Contract Sum and the Contract Time. Such Statement of Contract Dispute shall include adequate supporting data to substantiate the disputed Claim that is the basis of the Contract Dispute. Adequate supporting data for a Contract Dispute relating to an adjustment of the Contract Time shall include both of the following:

- (i) All of the scheduling data required to be submitted by Contractor under the Contract Documents to obtain extensions of time and adjustments to the Contract Time and
- (ii) A detailed, event-by-event description of the impact of each event on completion of Work.

Adequate supporting data to a Statement of Contract Dispute submitted by involving an adjustment of the Contract Sum shall include both of the following:

- (i) A detailed cost breakdown and
- (ii) Supporting cost data in such form and including such information and other supporting data as required under the Contract Documents for submission of Change Order Requests and Claims.

#### **14.3.2 By City.**

City's right to commence the Contract Dispute Resolution Process shall arise at any time following City's actual discovery of the circumstances giving rise to the Contract Dispute. Nothing contained herein shall preclude City from asserting Contract Disputes in response to a Contract Dispute asserted by Contractor. A Statement of Contract Dispute submitted by City shall state the events or circumstances giving rise to the Contract Dispute, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

#### **14.4 Contract Dispute Resolution Process.**

The parties shall utilize each of the following steps in the Contract Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Contract Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the process.

##### **14.4.1 Direct Negotiations.**

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Contract Dispute) in a good faith effort to negotiate a resolution to the Contract Dispute. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claims or defenses being asserted by such party in the negotiations, and with full authority to resolve such Contract Dispute then and there, subject only to City's right and obligation to obtain administrative and/or City Council approval of any agreed settlement or resolution. If the Contract Dispute involves the assertion of a right or claim by a Subcontractor or Sub-subcontractor, of any Tier, against Contractor that is in turn being asserted by Contractor against City ("Pass-Through Claim"), then such Subcontractor or Sub-Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as described above. Upon completion of the meeting, if the Contract Dispute is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions

that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

**14.4.2 Deferral of Contract Disputes.**

Following the completion of the negotiations required by Paragraph 14.4.1, all unresolved Contract Disputes shall be deferred pending Final Completion of the Project, subject to City's right, in its sole and absolute discretion, to require that the Contract Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Contract Dispute Resolution Process prior to Final Completion, all Contract Disputes that have been deferred until Final Completion shall be consolidated within a reasonable time after Final Completion and thereafter pursued to resolution pursuant to this Contract Dispute Resolution Process. Nothing contained in this Section 14 shall be interpreted as limiting the parties' right to continue informal negotiations of Contract Disputes that have deferred the Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of the Agreement deferring final determination and resolution of unresolved Contract Disputes until after Final Completion.

**14.4.3 Mediation.**

If the Contract Dispute remains unresolved after negotiations pursuant to Paragraph 14.4.1, the parties agree to submit the Contract Dispute to non-binding mediation before a mutually acceptable third party mediator.

- .1 Qualifications of Mediator.** The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes. In addition, the mediator shall have at least twenty (20) hours of formal training in mediation skills.
- .2 Submission to Mediation and Selection of Mediator.** The party initiating mediation of a Contract Dispute shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within fifteen (15) Days after the receipt of such written notice, then the parties shall submit the matter to the American Arbitration Association (AAA) at its Los Angeles Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.
- .3 Mediation Process.** The location of the mediation shall be at the offices of City. The costs of mediation shall be shared equally by both parties. The mediator shall provide an independent assessment on the merits of the Contract Dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

#### 14.4.4 Binding Arbitration.

If the Contract Dispute is not resolved by mediation, then the party wishing to further pursue resolution or determination of the Contract Dispute shall submit the Contract Dispute for final and binding arbitration pursuant to the provisions of California Public Contract Code Sections 10240, et seq. The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

- .1 **Arbitration Initiation.** The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to California Public Contract Code Section 10240.5.
- .2 **Qualifications of the Arbitrator.** The arbitrator shall be selected based by mutual agreement of the parties. The arbitrator shall be a retired judge or an attorney with at least five (5) years of experience with public works construction contract law and in arbitrating public works construction disputes. In addition, the arbitrator shall have at least twenty (20) hours of formal training in arbitration skills. In the event the parties cannot agree upon a mutually acceptable arbitrator, then the provisions of California Public Contract Code Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein.
- .3 **Hearing Days and Location.** Arbitration hearings shall be held at the offices of City and shall, except for good cause shown to and determined by the arbitrator, be conducted on consecutive business days, without interruption or continuance.
- .4 **Hearing Delays.** Arbitration hearings shall not be delayed except upon good cause shown.
- .5 **Recording Hearings.** All hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by City and Contractor and allocated by the arbitrator in the final award.
- .6 **Limitation of Depositions.** Discovery shall be permitted in accordance with the provisions of section 10240.11 of the Public Contract Code; provided, however, that depositions shall be limited to both of the following:
  - (i) Ten (10) percipient witnesses for City and ten (10) percipient witnesses for Contractor and
  - (ii) Expert witnesses.

Upon a showing of good cause, the arbitrator may increase the number of permitted depositions. An individual who is both percipient and expert shall, for purposes of applying the foregoing numerical limitation only, be deemed an expert. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (including initial and rebuttal reports) not so submitted shall not be admissible as evidence

- .7 **Authority of the Arbitrator.** The arbitrator shall have the authority to hear dispositive motions and issue interim orders and interim or executory awards.
- .8 **Waiver of Jury Trial.** Contractor and City each voluntarily waives its right to a jury trial with respect to any Contract Dispute that is subject to binding arbitration in accordance with the provisions of this Paragraph 14.4.4. Contractor shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving City as a party in its contracts with its Subcontractors who provide any portion of the Work.

**14.5 Non-Waiver.**

Participation in the Contract Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of City, including, without limitation, any defense based on the assertion that the rights or Claims of Contractor that are the basis of a Contract Dispute were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notice of requests for adjustments of the Contract Sum or Contract Time or for submission of Claims or supporting documentation of Claims.

**SECTION 15            DEFAULT.**

**15.1 Notice of Default.**

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, City may give written notice of default to Contractor in the manner specified for the giving of notices in the Construction Contract.

**15.2 Opportunity to Cure Default.**

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) Days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within two (2) Days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Days after receipt of such written notice.

**SECTION 16            CITY'S RIGHTS AND REMEDIES.**

**16.1 Remedies Upon Default.**

In the event that Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 15, then City may pursue any remedies available under law or equity, including, without limitation, the following:

**16.1.1 Delete Certain Services.**

City may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

**16.1.2 Perform and Withhold.**

City may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to Losses related thereto.

**16.1.3 Suspend The Construction Contract.**

City may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to Contractor for damages if City directs Contractor to resume Work.

**16.1.4 Terminate the Construction Contract for Default.**

City may terminate all or any part of this Construction Contract for default in accordance with Paragraph 16.4 below, reserving to itself all rights to Losses related thereto.

**16.1.5 Invoke the Performance Bond.**

City may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

**16.1.6 Additional Provisions.**

All of City's rights and remedies under this Construction Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate the Construction Contract, or the exercise of its other rights or remedies for default, to only material breaches. City's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by City of its rights and remedies for default under the Construction Contract, shall be binding on all parties. No termination or action taken by City after such termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all liquidated damages and Losses suffered by City.

**16.2 Delays by Sureties.**

Without limitation to any of City's other rights or remedies under the law, City has the right to suspend the performance by Contractor's sureties in the event of any of the following:

- (i) Failure of the sureties to begin Work within a reasonable time in such manner as to insure full compliance with the Construction Contract within the Contract Time;
- (ii) Abandonment of the Work;
- (iii) If at any time City is of the opinion the Work is unnecessarily or unreasonably delayed;
- (iv) Willful violation of any terms of the Construction Contract;
- (v) Failure to perform according to the Contract Documents; or
- (vi) Failure to follow instructions of City for its completion within the Contract Time.

City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the performance or any part thereof of the sureties.

### **16.3 Damages to City.**

#### **16.3.1 For Contractor's Default.**

City will be entitled to recovery of all Losses under law or equity in the event of Contractor's default under the Contract Documents.

#### **16.3.2 Compensation for Losses.**

In the event that City's Losses arise from Contractor's default under the Contract Documents, City shall be entitled to withhold monies otherwise payable to Contractor until Final Completion of the Project. If City incurs Losses due to Contractor's default, then the amount of Losses shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon Final Completion of the Project. If the Losses incurred by City exceed the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

### **16.4 Termination of the Construction Contract for Default.**

Without limitation to any of City's other rights or remedies at law or in equity, and reserving to itself all rights to Losses related thereto, City shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of Contractor to promptly cure any default as required by Section 15. City's election to terminate the Construction Contract for default shall be communicated by giving Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein.

### **16.5 Suspension by City for Convenience.**

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Such order shall be specifically identified as a Suspension Order by City. Upon receipt of a Suspension Order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a Change Order. If a Suspension Order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. The provisions of this Paragraph 16.5 shall not apply if a Suspension Order is not issued by City. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

**16.6 Termination Without Cause.**

City shall have the option, at its sole discretion and without cause, of terminating this Construction Contract in part or in whole by giving thirty (30) Days written notice to Contractor. Contractor agrees to accept such sums as allowed under this Paragraph 16.6 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.

**16.6.1 Compensation.**

Following such termination and within forty-five (45) Days after receipt of a billing from Contractor seeking payment of sums authorized by this Paragraph 16.6, City shall pay to Contractor as its sole compensation for performance of the Work the following:

- .1 For Work Performed.** The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
- .2 For Close-out Costs.** Reasonable costs of Contractor and its Subcontractors and Sub-subcontractors for:
  - (i) Demobilizing and
  - (ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination in an amount not to exceed the daily sum payable to Contractor for Compensable Delays in Paragraph 6.6 of this Construction Contract.
- .3 For Fabricated Items.** Previously unpaid cost of any items delivered to the Project Site which were fabricated for subsequent incorporation in the Work.

**16.6.2 Subcontractors.**

Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 16.6.

**16.7 Contractor's Duties Upon Termination.**

Upon receipt of a notice of termination for default or for convenience, Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;
- (iii) Provide to City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered

- and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as City may determine necessary in order to decide whether to accept assignment of or request Contractor to terminate the subcontract, purchase order or contract;
- (iv) Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and
  - (v) Hereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

## **SECTION 17            CONTRACTOR'S RIGHTS AND REMEDIES.**

### **17.1 Contractor's Remedies.**

Contractor may terminate this Construction Contract for cause only upon the occurrence of one of the following:

#### **17.1.1 For Work Stoppage.**

The Work is stopped for sixty (60) consecutive Days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to issuance of an order of a court or other public authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

#### **17.1.2 For City's Non-Payment.**

If City does not make payment of sums that are not in good faith disputed by City and does not cure such default within ninety (90) Days after receipt of notice from Contractor, then upon an additional thirty (30) Days notice to City Contractor may terminate the Construction Contract.

### **17.2 Damages to Contractor.**

In the event of termination for cause by Contractor, City shall pay Contractor the sums provided for in Paragraph 16.6 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

## **SECTION 18            ACCOUNTING RECORDS.**

### **18.1 Financial Management and City Access.**

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Construction Contract in accordance with generally accepted accounting principles and practices consistently applied. City and City's accountants shall be afforded access at all times during normal business hours, to inspect, audit and copy Contractor's records, books, estimates, take-offs, cost reports, ledgers, schedules, correspondence, instructions, drawings, receipts,

subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and Contractor shall preserve these for a period of three (3) years after the later of (i) final payment or (ii) final resolution of all Contract Disputes and other disputes or for such longer period as may be required by law.

**18.2 Compliance with City Requests.**

Contractor's compliance with any request by City pursuant to this Section 18 shall be a condition precedent to filing or maintenance of any legal action or proceeding by Contractor against City and to Contractor's right to receive further payments under the Contract Documents. Any failure by Contractor to provide access to its business records for inspection or copying by City shall be specifically enforceable by issuance of a writ or a provisional or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony.

**SECTION 19 INDEPENDENT PARTIES.**

Both parties to this Construction Contract will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. City, its officers or employees shall have no control over the conduct of Contractor or its respective agents, employees, subconsultants, or subcontractors, except as herein set forth.

**SECTION 20 NUISANCE.**

Contractor shall not maintain, commit, nor permit the maintenance or commission of any nuisance in connection with the performance of services under this Construction Contract.

**SECTION 21 PERMITS AND LICENSES.**

Contractor, at its sole expense, shall obtain and maintain during the term of this Construction Contract, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services hereunder, including, but not limited to, a Santa Monica business license.

**SECTION 22 WAIVER.**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**SECTION 23 CONFLICTS WITH THE CONSTRUCTION CONTRACT.**

City and Contractor agree that if there is any conflict between the terms of this Construction Contract and the other Contract Documents, this Construction Contract shall control.

**SECTION 24 GOVERNING LAW.**

This Construction Contract shall be construed in accordance with and governed by the laws of the State of California.

**SECTION 25 COMPLETE AGREEMENT.**

This Construction Contract represents the full and complete understanding of every kind or nature between the parties with respect to the services set forth in this Construction Contract, and all preliminary negotiations and contracts of whatever kind or nature are merged herein. No verbal agreed or implied covenant shall be held to vary the provisions of this Construction Contract. Any modification of this Construction Contract will be effective only upon written execution signed by both City and Contractor and approved as to form by City Attorney.

**SECTION 26 SURVIVAL OF CONTRACT.**

The provisions of the Construction Contract which by their nature survive termination of the Construction Contract or Final Completion, including, without limitation, all warranties, indemnities, payment obligations, and City's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Construction Contract.

**SECTION 27 ADDITIONAL CONTRACT REQUIREMENTS.**

**This contract ( does or  does not) have special fund(s) involved requiring additional contract requirements, therefore this section ( does or  does not) apply.**

This Contract includes the following source of fund(s) or the City intends to apply to the following source of fund(s) for reimbursement of the expenses associated with the work set forth in this Contract:

- Community Development Block Grant (CDBG)
- Housing and Urban Development (HUD)
- Metropolitan Transportation Authority (MTA)
- Other: \_\_\_\_\_

Therefore, City shall require Contractor to comply with the special fund(s) requirements (Exhibit 10), as they may be amended from time to time, in addition to all other requirements imposed by City.

**SECTION 28 SANTA MONICA LIVING WAGE ORDINANCE.**

**This contract ( is or  is not) subject to the City of Santa Monica's Living Wage Ordinance.**

The City of Santa Monica's Living Wage Ordinance, Santa Monica Municipal Code Chapter 4.65 ("Living Wage Ordinance"), requires the payment of Minimum Wage for work done on any Contract over a certain threshold to any worker who does not actually work as a manager, supervisor or confidential employee, and who is not required to possess an occupational license. The established Minimum Wage includes an annual adjustment each July 1<sup>st</sup> by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties.

If this Contract is subject to such Living Wage Ordinance, then the contractor shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Contract. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

## **SECTION 29 SANTA MONICA OAKS INITIATIVE NOTICE.**

**This contract ( is or  is not) subject to the City of Santa Monica's Oaks Initiative.**

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

If this Contract is subject to such Oaks Initiative, then the Contractor shall comply with all of its provisions and disclosures. Failure to comply with the provisions of the Oaks Initiative shall be grounds for termination of this Contract. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

## **SECTION 30 PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM- SB 854**

In accordance with State of California Senate Bill No. 854 (SB 854):

- ~ 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.

As of April 1, 2015, contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

Please see the DIR website for complete details and actions. It is the responsibility of the

contractor to ensure all DIR requirements and regulations are met and stay current. For more information on Senate Bill No. 854, see <http://www.dir.ca.gov/Public-Works/SB854.html>.

**SECTION 31 GOVERNMENTAL POWERS.**

Nothing in this Agreement shall be deemed directly or indirectly to restrict or to impair in any manner or respect whatsoever any of City's governmental powers or rights or the exercise thereof by City, with respect to the Work or Project.

**SECTION 32 SEVERABILITY.**

In case a provision of this Construction Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

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**SECTION 33 EXHIBITS.**

- Exhibit 1 – Notice Inviting Bids.
- Exhibit 2 – Contractor's Bid.
- Exhibit 3 – General Conditions.
- Exhibit 4 – Special Provisions and/or Technical Specifications.
- Exhibit 5 – Payment and Performance Bonds.
- Exhibit 6 – Insurance Forms.
- Exhibit 7 – Living Wage Certification.
- Exhibit 8 – Oaks Initiative Disclosure.
- Exhibit 9 – Arizona Business Disclosure.
- Exhibit 10 – Additional Contract Requirements (if applicable)

IN WITNESS WHEREOF, the parties have caused this Construction Contract to be executed the date and year first above written.

ATTEST:

CITY OF SANTA MONICA,  
a municipal corporation

By:

\_\_\_\_\_  
DENISE ANDERSON-WARREN  
City Clerk

\_\_\_\_\_  
RICK COLE  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHA JONES MOUTRIE  
City Attorney

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_



CONSTRUCTION  
GENERAL CONDITIONS

**On-Bill Financed LED Streetlight Replacement Project  
SP2372**

**GENERAL CONDITIONS  
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## **ARTICLE 1 – GENERAL PROVISIONS**

### **1.1 DEFINITIONS**

Terms appearing in the Contract Documents with initial capitalization shall have the meanings set forth below:

1.1.1 ACCEPTANCE: The point after Final Completion when Contractor has fully performed all of the requirements of the Contract Documents and the Work is accepted by City in writing.

1.1.2 ADDENDA, ADDENDUM: Written or graphic information (including, without limitation, Drawings or Special Provisions and Technical Specifications) prepared and issued by Division Manager or its designee prior to the receipt of Contractor's Bid, which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections

1.1.3 ALLOWABLE COSTS: Costs for which reimbursement is allowed under Article 7.2.5 of these General Conditions and for which reimbursement is allowed under other provisions of the Contract Documents, that may be added by Change Order to the Contract Sum for Extra Work or deducted by Change Order from the Contract Sum for Deleted Work.

1.1.4 ALTERNATE(S): Those portions of the Bid setting forth the price(s) for optional or alternative items of Work not covered by the Base Bid.

1.1.5 APPLICABLE CODE REQUIREMENTS: All applicable federal, state and municipal laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over the Project, Work, Site, Contractor or City.

1.1.6 APPLICATION FOR PAYMENT: An itemized application for payment prepared and submitted by Contractor for review and approval by City, which is prepared, submitted and accompanied by supporting documentation in accordance with the requirements of the Contract Documents.

1.1.7 APPROVE, APPROVED or APPROVAL: Whether capitalized or not capitalized, shall mean, unless otherwise stated, either an express approval contained in a written statement signed by the approving individual or entity or deemed approved in accordance with the terms, conditions and procedures set forth in the Contract Documents. All such approvals by or on behalf of City (including, without limitation, approvals by Construction Manager) may be granted or withheld in the sole discretion of City.

1.1.8 AS-BUILT DOCUMENTS: The Contract Documents showing the condition of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are shown diagrammatically in the Contract Documents approved by City. These documents are maintained by Contractor

on the Site and delivered, along with an electronic version of the set, to City upon Final Completion.

1.1.9 BASE BID: The sum stated in the Bid to perform the Work, exclusive of any Alternate(s).

1.1.10 BENEFICIAL OCCUPANCY: City's right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work prior to either Substantial Completion, Final Completion, or Acceptance.

1.1.11 BID: Contractor's written bid proposal submitted to City for the Project in response to City's Notice Inviting Bids.

1.1.12 BID DOCUMENTS: The following collection of documents are designated as the Bid Documents:

- (i) Notice Inviting Bids.
- (ii) Instructions to Bidders.
- (iii) Blank Bid Form.
- (iv) Construction Contract between City and Contractor.
- (v) General Conditions.
- (vi) Special Provisions and Technical Specifications.
- (vii) Plans and Drawings.
- (viii) Bidding Addenda.
- (ix) Reports, Supplements, Attachments, Modifications, and Exhibits attached to the above items.

1.1.13 CERTIFICATE FOR PAYMENT: The form for approval by the Construction Manager of Contractor's Application for Payment.

1.1.14 CHANGE: Whether capitalized or not, when used in reference to changes in the Work is a generic term encompassing additions, deletion, alterations or changes in the Work, which may or may not involve Extra Work and for which Contractor may or may not be entitled to a Change Order under the terms of the Contract Documents.

1.1.15 CHANGE ORDER: A written instrument signed by City, or by City and Contractor, describing a Change to the Work of Contractor.

1.1.16 CHANGE ORDER REQUEST: Contractor's written request for an adjustment in the Contract Sum or Contract Time due to a Change resulting in Extra Work or Deleted Work.

1.1.17 CITY: City of Santa Monica, a municipal corporation.

1.1.18 CLAIM: A written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of the Contract Documents, adjustment of the Contract Sum or Contract Time, payment of money, recovery of damages, resolution of a disputed interpretation of the Contract Documents, or other relief. A Claim does not include, and the procedures for processing of Claims do not apply to the following:

- (i) Penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency.
- (ii) Tort claims for personal injury or death.
- (iii) False claims liability under California Government Code Section 12650, et seq.
- (iv) Defects in the Work first discovered by City after final payment by City to Contractor.
- (v) Stop notices.
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents.

1.1.19 CLIENT DEPARTMENT: Department or Division of City of Santa Monica identified as the end user of the facilities.

1.1.20 COMPENSABLE DELAY: A Delay for which Contractor may be entitled under the Contract Documents to both an extension of the Contract Time and an adjustment of the Contract Sum for additional compensation. "Compensable Delay" means any Delay to the path of activities that is critical to Contractor's Substantial Completion of the Work within the Contract Time, which Delay is all of the following:

- (i) Solely due to Changes requested by City that adds time, but does not involve Extra Work.
- (ii) Not due, in whole or in part, to the fault or negligence or breach of Contractor or any Subcontractor or Sub-subcontractor, of any Tier.
- (iii) Not concurrent with another Excusable Delay or any Unexcused Delay.

1.1.21 CONSTRUCTION CONTRACT: The written contract executed between City and Contractor for construction of the Project.

1.1.22 CONSTRUCTION MANAGER: The individual, partnership, corporation, joint venture or other legal entity under contract with City to perform construction management services for the Project. The term "Construction Manager" means Construction Manager or Construction Manager's authorized representative.

1.1.23 CONSTRUCTION SCHEDULE: The graphical representation of Contractor's as-planned schedule for performance of the Work, prepared in accordance with the requirements of the Contract Documents and that provides for Substantial Completion of the Work within the Contract Time.

1.1.24 CONTRACT DISPUTE: A dispute, other than a dispute listed in Section 14.2.1 (Non-Contract Disputes) of the Construction Contract, arising out of or related to the Construction Contract or the interpretation, enforcement or breach thereof.

1.1.25 CONTRACT DISPUTE RESOLUTION PROCESS: The process of resolution of Contract Disputes, and, upon election of City, disputes as set forth in Section 14 (Dispute Resolution) of the Construction Contract.

1.1.26 CONTRACT DOCUMENTS: The following collection of documents are designated as contract documents:

- (i) The Notice Inviting Pre-Qualification Statements, Pre-Qualification Statement, and Pre-Qualification Checklist (if applicable).
- (ii) Executed Construction Contract between City and Contractor.
- (iii) Notice Inviting Bids.
- (iv) Instructions to Bidders.
- (v) Bidding Addenda.
- (vi) Contractor's Bid.
- (vii) General Conditions.
- (viii) Special Provisions and Technical Specifications.
- (ix) Performance and Payment Bonds.
- (x) Insurance Forms.
- (xi) Plans and Drawings.
- (xii) Reports listed in the Bidding Documents.

(xiii) Supplements, Attachments and Exhibits attached to the above items.

(xiv) Modifications.

(xv) Change Orders.

(xvi) Field Orders.

1.1.27 CONTRACT SUM: The total amount of compensation stated in the Construction Contract that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

1.1.28 CONTRACT TIME: The total number of days set forth in the Construction Contract within which Substantial Completion of the Work must be achieved by Contractor, including approved extensions of time permitted under the terms of the Contract Documents.

1.1.29 CONTRACTOR: The individual or firm under contract with City to serve as the General Contractor for construction of the Project. The term "Contractor" means Contractor or Contractor's authorized representative.

1.1.30 CONTRACTOR MARKUP: The additional sum or deductive credit provided for under the Construction Contract for Contractor's profit and overhead on Extra or Deleted Work for which a Change Order is required to be executed under the Contract Documents adjusting the Contract Sum.

1.1.31 DAY: Whether capitalized or not, unless otherwise specifically provided, means calendar day. NOTE: For Federally-funded projects DAY, whether capitalized or not, is considered WORKING DAY and is defined as any day, except weekends and legal holidays.

1.1.32 DEFECTIVE WORK: Work by Contractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to the Applicable Code Requirements, the Contract Documents, the directives of City or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.33 DELAY: Whether capitalized or not, includes any circumstances involving disruption, hindrance, or interference in the performance of the Work.

1.1.34 DELETED WORK: Work that is eliminated due to a Change in the Work requested by City or Contractor for which City is entitled to a deductive adjustment in the Contract Sum.

1.1.35 DESIGN CONSULTANT. The individual(s) or firm(s) under contract with City to provide design or engineering services for the Project and are responsible for preparing the Contract Documents for the Project. The term "Design Consultant" means Design Consultant or Design Consultant's authorized representative.

1.1.36 DRAWINGS: The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules and diagrams. The Drawings are outlined in the Drawing Index. The term "Drawings" may be used interchangeably with "Plans."

1.1.37 ESCROW AGENT: A state or federally chartered bank in the State of California which holds securities pursuant to an escrow agreement as set forth in Article 9.5 of these General Conditions.

1.1.38 EXCUSABLE DELAY: A Delay for which Contractor may be entitled under the Contract Documents to an extension of time, but not compensation. "Excusable Delay" means any delay to the path of activities that is critical to Substantial Completion of the Work within the Contract Time caused by conditions beyond the control or foreseeability, and without the fault or negligence of Contractor or its Subcontractors or Sub-subcontractors, of any Tier, such as, but not limited to: war, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions that are unusual and unseasonable and in which the Work cannot continue. Without limitation to the foregoing, the financial inability of Contractor or any Subcontractor or Sub-subcontractor, shall not be deemed conditions beyond Contractor's control or foreseeability. Contractor may claim an Excusable Delay only if all Work on a critically scheduled activity is stopped for more than six (6) hours of a normal eight (8) hour working day, or if three to six hours are lost in one working day, then it may be claimed for one-half day. A Compensable Delay shall, to the extent that it is concurrent with an Excusable Delay, be conclusively deemed an Excusable Delay.

1.1.39 EXISTING IMPROVEMENTS: All improvements located on the Site as of the date of execution of the Construction Contract, whether above or below the surface of the ground, including but not limited to existing buildings, utilities, infrastructure improvements and other facilities.

1.1.40 EXTRA WORK: Additional Work or costs due to a Change in the Work that is not described in or reasonably inferable from the Contract Documents and for which Contractor is entitled to an adjustment of the Contract Sum under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor's failure to perform any of its duties or obligations under the Contract Documents or arising from errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements in the Contract Documents with respect to which Contractor has assumed responsibility in connection with its obligation to conduct a careful review of the Bid Documents and Contract Documents.

1.1.41 FIELD ORDER: A written instrument signed by the Construction Manager that requests performance of Work in one of the following categories:

- (i) Over which there is a dispute as to whether the Work is or is not Extra Work.
- (ii) Involving Extra Work which City requests be performed without a unilateral Change Order adjustment to the Contract Sum or Contract Time and before all terms of an adjustment to the Contract Sum or Contract Time are fully agreed upon by City and Contractor.

The purpose of a Field Order is to direct performance of Work, which may be disputed, and, whether or not it expressly so states, shall not be construed as an acknowledgment by City that the Work described constitutes a Change or Extra Work if that is in fact not the case.

1.1.42 FINAL COMPLETION: The point at which:

- (i) Work is completed to the satisfaction of City in accordance with the Contract Documents, including minor corrective or completion items.
- (ii) All requirements of the Contract Documents entitling Contractor to final payment shall have been performed by Contractor (including, without limitation, delivery of all warranties and guarantees, equipment operation and maintenance manuals, as-built drawings and schedules and certificates required prior to occupancy).
- (iii) All approvals and acceptances shall have been made pursuant to Applicable Code Requirements.
- (iv) All rubbish, tools, scaffolding and surplus materials and equipment have been removed from the Site.

1.1.43 FRAGNET: A “Fragnet”, sometimes referred to as “time impact analysis,” is a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Change Order Request, Field Order or Change Order, with logic ties to all affected existing activities noted on the Construction Schedule. Its objective is to isolate and quantify any time impact of a specific issue, determine and demonstrate any such specific Delay in relation to past and/or other current Delays and to provide a method for incorporating adjustments to the Contract Time into the Construction Schedule.

1.1.44 GENERAL CONDITIONS: That portion of the Contract Documents relating to the administrative procedures to be followed by Contractor in carrying out the Work.

1.1.45 HAZARDOUS SUBSTANCES: Refers to, without limitation, the following: any chemical, material or other substance defined as or included within the definition of hazardous substances, hazardous wastes, extremely hazardous substances, toxic

substances, toxic material, restricted hazardous waste, special waste, or words of similar import under any Environmental Law.

1.1.46 LOSSES: Any and all losses, costs, liabilities, Claims, damages, liquidated damages, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorneys' fees.

1.1.47 MODIFICATION: A document other than a Change Order, approved by City Attorney and signed by City and Contractor, agreeing to alter, amend or modify the Contract Documents.

1.1.48 NON-COMPENSABLE DELAY: An (i) Unexcused Delay, and (ii) an Excusable Delay that is not also a Compensable Delay.

1.1.49 NOTICE OF AWARD: Written notice issued by City notifying Contractor of issuance of the Construction Contract.

1.1.50 NOTICE TO PROCEED: Written notice issued by City to Contractor to begin the Work.

1.1.51 PERFORMANCE BOND, PAYMENT BOND: The performance and payment bonds to be provided by Contractor for the Project.

1.1.52 PLANS: The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, subparagraphs, details, schedules and diagrams. The term "Plans" may be used interchangeably with "Drawings."

1.1.53 PRE-CONSTRUCTION MEETING: A meeting held with the Project Team prior to beginning construction in order to review Contract Documents and clarify roles, responsibilities and authority of the Project Team.

1.1.54 PROJECT: The total construction, of which the Work performed by Contractor under the Contract Documents may be the whole or part and which may include Work performed by City's own forces or by Separate Contractors.

1.1.55 PROJECT TEAM: Collectively, the Contractor, City, Design Consultant, Separate Contractors, Construction Manager and other consultants and contractors providing professional and technical consultation for the design and construction of the Project.

1.1.56 RECORD DOCUMENTS: The term "Record Documents" refers to the As-Built Documents, warranties, guarantees and other documents required to be submitted by Contractor as a condition of Final Completion.

1.1.57 REQUEST FOR INFORMATION: A written instrument, prepared by Contractor, which requests an interpretation or clarification in the Work or a response to a question

concerning the Work. A Request for Information does not entitle Contractor to an adjustment in the Contract Sum unless it requires Extra Work and Contractor requests and is entitled to such an adjustment in accordance with the provisions of the Contract Documents.

**1.1.58 REQUEST FOR INFORMATION RESPONSE:** A written instrument, usually prepared by the Design Consultant, which sets forth an interpretation or clarification in the Work or a response to a Contractor question concerning the Work.

**1.1.59 SCHEDULE OF VALUES:** A detailed, itemized breakdown of the Contract Sum, which provides for a fair and reasonable allocation of the dollar values to each of the various parts of the Work.

**1.1.60 SEPARATE CONTRACTOR:** A person or firm under separate contract with City or other entity performing other Work at the Site.

**1.1.61 SITE:** The physical site located within City where the Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

**1.1.62 SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS:** The portion of the Contract Documents consisting of the written requirements for materials, equipment, standards, skill, quality for the Work and performance of related services. These provisions may also contain amendments, deletions or additions to the General Conditions.

**1.1.63 STATEMENT OF CONTRACT DISPUTE:** The Contractor's written statement prepared in accordance with Section 14.3 (Submission of Contract Dispute) of the Construction Contract required as a condition of its initiating the Contract Dispute Resolution Process.

**1.1.64 SUBCONTRACTOR:** A person or firm that has a contract with a Contractor to perform a portion of the Work. The term "Subcontractor" includes suppliers and vendors and is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

**1.1.65 SUB-SUBCONTRACTOR:** A person or firm that has a contract with a Subcontractor to perform a portion of the Work. The term "Sub-subcontractor" includes suppliers and vendors and is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**1.1.66 SUBCONTRACTOR/SUB-SUBCONTRACTOR MARKUPS:** The sum allowable under the Construction Contract for Subcontractor and Sub-subcontractor profit and overhead on Extra or Deleted Work for which Contractor is entitled to a Change Order under the Contract Documents adjusting the Contract Sum.

1.1.67 SUBMITTALS: All shop drawings, samples, exemplars, product data and other submittals required to be submitted by Contractor under the Contract Documents.

1.1.68 SUBSTANTIAL COMPLETION, SUBSTANTIALLY COMPLETE: The point at which the Work is sufficiently complete to be occupied and utilized by City for its intended purpose, and Contractor has fulfilled its obligations under the Contract Documents as determined by City, except for minor punchlist items which do not impair City's ability to so occupy and utilize the Project.

1.1.69 SUPERINTENDENT: The person appointed by Contractor, subject to approval by City, to supervise and coordinate Contractor's own forces and Subcontractors in all aspects of the Work.

1.1.70 TIER: The contractual level of a Subcontractor with respect to Contractor. For example, a first-tier Subcontractor is under subcontract with Contractor. A Sub-subcontractor under subcontract with a first-tier Subcontractor, is in the second tier, and so on.

1.1.71 UNEXCUSED DELAY: Any Delay in the path of activities that is critical to Substantial Completion of the Work within the Contract Time resulting from causes other than Excusable Delay or Compensable Delay. An Unexcused Delay shall not entitle Contractor to either an extension of the Contract Time or an adjustment of the Contract Sum. A Compensable Delay or Excusable Delay shall, to the extent it is concurrent with an Unexcused Delay, be conclusively deemed an Unexcused Delay.

1.1.72 WORK: All labor, materials, equipment, services, permits, licenses and taxes, and all other things necessary for Contractor to perform its obligations and complete the Project, including, without limitation, any changes or additions requested by City, in accordance with the Contract Documents and all Applicable Code Requirements.

## **1.2 OWNERSHIP AND USE OF DOCUMENTS**

1.2.1 All originals, copies and electronic forms of Drawings, Plans, specifications, shop drawings, samples, reports, schedules and other materials or documents prepared for the Project (including, without limitation, the Contract Documents) shall not be used by Contractor, or any Subcontractor or Sub-subcontractor, of any Tier, for any purpose other than performance of the Work. Contractor, Subcontractors and Sub-subcontractors are granted a limited license, revocable at will by City, to use and reproduce applicable portions of the Contract Documents appropriate to and for use in the execution of their Work under the Contract Documents; provided however, that such use shall not be construed in derogation of Owner's rights to use and ownership under this provision.

1.2.2 Contractor shall keep on the Site of the Project, at all times, a complete set of City approved, permitted Contract Documents for use by City.

1.2.3 Proposed Changes or refinements and clarifications will be provided to Contractor in the form of reproducible prints. Contractor shall, at its own expense and without adjustment to the Contract Sum, do all reproduction and distribution of such reproducible prints as necessary for the complete pricing of the Change and for performance of the Work.

1.2.4 Contractor shall take all necessary steps to assure that a provision is included in all contracts with Subcontractors and Sub-subcontractors, of every Tier, who perform Work on the Project, protecting and preserving City's rights to ownership and use of documents as set forth in this Article 1.2.

### **1.3 AUTHORITY OF CITY**

1.3.1 The Design Consultant shall, upon request, make recommendations to City and the Construction Manager concerning the quality or acceptability of Work performed.

1.3.2 City, in its sole discretion, will interpret the Contract Documents and make the determination of whether or not Contractor has fulfilled the requirements of the Contract Documents. Such interpretations and decisions of City shall be final and binding upon Contractor.

### **1.4 INTERPRETATION OF CONTRACT DOCUMENTS**

1.4.1 The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

1.4.2 In general, the Drawings will show dimensions, positions, and kind of construction; and the Special Provisions and Technical Specifications will define materials, quality and standards. Any Work called for on the Drawings and not mentioned in the Special Provisions and Technical Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

1.4.3 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.4.4 The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with

reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.4.5 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include the other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.4.6 Any cross-references indicated between various subparagraphs or Drawings and Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.

1.4.7 Unless specifically noted to the contrary, it is the intention of the Contract Documents that all Work, equipment, casework, mechanical, electrical and similar devices of whatever nature, be completely installed, hooked-up, made operational and made functional for the purpose such are intended, and that all costs therefor be included in the Contract Sum.

1.4.8 Figured dimensions on scale Drawings and on full size Drawings shall govern over scale Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Construction Manager's attention before proceeding with the Work affected by the discrepancy.

1.4.9 If there is a conflict between or among any of the Contract Documents, Contractor shall immediately bring such conflict to the attention of City, whose decisions regarding such conflict shall be final and binding as to the requirements of the Contract Documents. In the event of any conflicts between or among the Applicable Code Requirements, the more stringent shall govern. In resolving any conflict in the Contract Documents, the highest standard of quality and skill, the most stringent requirements, and the most specific provision of the Contract Documents shall govern and shall be required in the performance of the Work.

1.4.10 The general character of the Work is shown in the Contract Documents, but Changes, modifications, clarifications and refinements may be made in details when needed to more fully explain the Work. Provided that they are a logical evolution of the Bid Documents that were bid by Contractor or were reasonably inferable as necessary to provide a completed and fully operational system, facility or structure, the same shall be considered part of the scope of the Work to be performed without adjustment in the Contract Sum or the Contract Time.

1.4.11 Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply also to all other like portions of the Work. Where ornament or other detail is indicated on starting only, such detail shall be continued throughout the course of parts in which it occurs and shall also apply to all other similar parts in the Work unless otherwise indicated.

1.4.12 For convenience, the Special Provisions and Technical Specifications are arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. Contractor shall be solely responsible for all subcontract arrangements of Work regardless of the location or provision in the Special Provisions and Technical Specifications.

1.4.13 Contractor will provide all necessary labor, equipment, transportation and incidentals required to complete the Work, even if the Contract Documents do not describe the Work in complete detail.

1.4.14 Drawings and diagrams for mechanical, plumbing and electrical Work shall be considered as diagrammatic only, not to be used for any structural guidance or physical layout, unless specifically detailed or dimensioned, and Contractor shall be responsible to provide any and all numbers and lengths of mechanical, plumbing or electrical fittings, wire, conduit, connections, attachments or similar materials needed to complete the Work, at no adjustment to the Contract Sum or Contract Time, whether or not they exceed the numbers of such pieces or the lengths indicated by the Drawings.

## **ARTICLE 2 – CITY**

### **2.1 INFORMATION AND SERVICES PROVIDED BY CITY**

2.1.1 City will furnish up to fifteen (sets) of the Contract Documents or portions thereof free of charge.

2.1.2 Except as otherwise provided in the Special Provisions and Technical Specifications and Article 3.18 herein, City shall obtain and pay for any permits, easements and governmental approvals for the use or occupancy of permanent structures required in connection with the Work.

2.1.3 Requests for Information Responses, Approvals and decisions required of City, Design Consultant or Construction Manager under the Contract Documents shall be provided by City, Design Consultant or Construction Manager to Contractor upon request in a timely manner in order to avoid unreasonable Delay in the orderly and sequential progress of the Work. Notwithstanding the foregoing, failure by City, Design Consultant, Construction Manager or City's other consultants to provide Request for Information Response, Approvals or decisions shall not be considered as a basis for Contractor to seek adjustment in the Contract Time until seven (7) Days after Contractor has delivered written notice to City and to the person from whom such information, Approval or decision is needed, stating the following:

(i) You are hereby notified that certain information, approval or decision described herein has not been provided in accordance with this provision and if not provided within seven (7) Days from this notice may result in additional cost or a request for time extension due to Delay;.

(ii) A detailed description of the information, approval or decision required.

(iii) The date by which the information, approval or decision must be received so as to not result in Delay to the Project, which shall in no event be earlier than seven (7) Days after the date of City's receipt of such notice.

## **2.2 ACCESS TO PROJECT SITE**

2.2.1 City will make available, no later than the date designated in the current Construction Schedule accepted by City, the lands and facilities upon which the Work is to be performed, including such access and other lands and facilities designated in the Contract Documents, for use by Contractor.

## **2.3 CITY'S RIGHT TO STOP THE WORK**

2.3.1 If Contractor fails to correct Defective Work as required by Article 12.2, fails to perform the Work in accordance with the Contract Documents, or violates any Applicable Code Requirement, City may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. City shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

## **2.4 CITY'S RIGHT TO CARRY OUT THE WORK**

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails within the time specified in the Contract Documents, after receipt of notice from City to promptly commence and thereafter diligently continue to completion the correction of such failure, City may, without prejudice to other remedies City may have, correct such failure at Contractor's expense. In such case, City shall be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of City and City's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to City.

## **ARTICLE 3 – CONTRACTOR**

### **3.1 REVIEW OF THE SITE, CONTRACT DOCUMENTS AND FIELD CONDITIONS**

3.1.1 Contractor acknowledges that it is satisfied as to character, quality, and quantities of surface and subsurface materials or obstacles to be encountered insofar as reasonably ascertainable from a careful inspection of the Site (including, without limitation, Existing Improvements on the Site) and from the geological investigation reports, data and similar information made available to Contractor by City. Any failure by Contractor to take such information or conditions into consideration will not relieve Contractor from responsibility for estimating the difficulty and cost of successfully completing the Work within the Contract Sum and Contract Time.

3.1.2 Contractor warrants and represents that it has carefully reviewed and compared the Bid and Bid Documents prior to submitting its Bid and executing the Contract. Based upon its careful review, Contractor agrees that it shall not be entitled, and conclusively waives any right, to an adjustment in the Contract Sum or Contract Time for any additional or unforeseen costs or Delay in the performance of Work due to conditions in Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements, if such conditions were either discovered by Contractor or could have been reasonably discovered by Contractor or its Subcontractors or Sub-subcontractors, of every Tier, in the exercise of care and diligence in the review of the Bid Documents.

3.1.3 If Contractor discovers what it perceives to be errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Code Requirements in the Contract Documents, then Contractor shall, before proceeding with the Work affected, notify City or the Construction Manager in writing within two (2) Days stating both of the following:

- (i) A detailed description of the conditions discovered.
- (ii) Contractor's request for clarification, further details or correction of the Contract Documents.

Failure by Contractor to provide written notice within the period of time required shall result in Contractor waiving any right to adjustment in the Contract Sum or Contract Time on account thereof.

3.1.4 Contractor shall submit written notice thereof to City if, in Contractor's opinion, City, Design Consultant or Construction Manager furnishes additional written or verbal instructions, information or directions that Contractor considers constitute additional Work or Delay for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided prior to performance of the Work affected by such instruction, information or direction and seven (7) Days after Contractor first received such instruction, information or direction. Failure to provide such written notice

in the manner required by this provision shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time by reason of such instruction, information or direction.

3.1.5 Field measurements shall be taken and existing field conditions verified by Contractor, and carefully compared with the Contract Documents and other information known to Contractor before commencing the Work. Contractor shall promptly report in writing to the Construction Manager any errors, inconsistencies, or omissions discovered.

3.1.6 If Contractor or any Subcontractor or Sub-subcontractor, of every Tier, performs any portion of the Work which it knows, or in the exercise of care and diligence should have known, involves an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Code Requirements, without notifying and obtaining the written Approval of City or before obtaining a written clarification, interpretation, instruction or decision from City, Design Consultant or Construction Manager, then any Work that is performed that is not in conformance with the clarifications, interpretation, instruction or decision of City, Design Consultant or Construction Manager shall be removed or replaced and Contractor shall be responsible for the resultant Losses with no adjustment in the Contract Sum or Contract Time.

3.1.7 City does not impliedly or expressly warrant, and assumes no responsibility for, the accuracy, suitability or completeness of the Bid Documents, Contract Documents or of the data, opinions or recommendations contained or expressed in any information, data or reports provided to Contractor relating to the following conditions at the Site: geological, soils, hydrologic, groundwater, Hazardous Substances, surface and subsurface obstructions, surface and subsurface utilities or Existing Improvements. Existing Improvements at the Site, for which no specific description is made on the Drawings, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor, but only upon the specific direction and control of City. Without limitation to the foregoing, and notwithstanding any information provided by City pertaining to groundwater elevations and/or geological and soils conditions encountered, it is understood that it is Contractor's responsibility to determine and allow for the elevation of groundwater, and the geological and soils conditions at the date of performance of the Work and any difference between elevation of groundwater and the geotechnical and soils conditions shown in the information provided by City and groundwater and the geotechnical and soils conditions actually encountered will not be considered as a Differing Site Condition or as a basis for an adjustment to the Contract Sum or Contract Time.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 Contractor shall supervise, coordinate and direct the Work using Contractor's best skill and attention and shall provide supervision sufficient to assure proper coordination and timely completion. Contractor shall be solely responsible for and have control over construction means, methods, techniques, safety, sequences, procedures and the coordination of all portions of the Work.

3.2.2 Contractor shall be responsible for the accurate layout of all portions of the Work and shall verify all dimensions on the Drawings and shall report to City any discrepancies before proceeding with related Work.

3.2.3 Contractor may be assigned working space adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Contractor shall be responsible for leaving the space in as good condition as Contractor found it, or restoring it to the condition it was in prior to Contractor commencing the Work.

3.2.4 Contractor shall be responsible to City for acts and omissions of Contractor's agents, employees, and of Contractor's Subcontractors and Sub-subcontractors, of every Tier, and their respective agents and employees. Unless otherwise stated in the Contract Documents, references to Contractor, when used in reference to an obligation bearing upon performance of the Work, shall be deemed to include Contractor's Subcontractors and Sub-subcontractors of every Tier.

3.2.5 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents by the act(s) or omission(s) by City in the administration of the Contract, or by tests, inspections or Approvals required or performed by persons or firms other than Contractor.

### **3.3 RESPONSIBILITY FOR THE WORK**

3.3.1 Contractor shall be in charge of and responsible for all portions of the Work of the Contract, and shall be responsible for conforming such portions to the requirements of the Contract Documents and readying such portions to receive subsequent Work.

3.3.2 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. Contractor shall provide competent, fully qualified personnel to perform the Work, and shall ensure that each Subcontractor and Sub-subcontractor engaged on the Site arranges the storage of materials and equipment and performance of its Work so as to interfere as little as possible with Separate Contractors or other persons engaged in work for City on the Site.

3.3.3 During the installation of Work, Contractor shall insure that existing facilities, fences, and other structures are all adequately protected. Upon Final Completion of all Work, all facilities that may have been damaged shall be restored to a condition acceptable to City.

3.3.4 Contractor is responsible for the security of the Site and all Work provided under the terms of this Contract, as well as all Work provided by Separate Contractors that occurs on the Site at any time prior to Final Completion and Acceptance of the Work by City.

### **3.4 LABOR, WORKMANSHIP, MATERIALS AND MANUFACTURED ITEMS**

3.4.1 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Unless otherwise provided in the Contract Documents or otherwise Approved by the Construction Manager, all articles, equipment and materials incorporated in the Work shall be new, of good quality, undamaged and not defective.

### **3.5 CONTRACTOR'S WARRANTY**

3.5.1 Contractor warrants to City that all materials and equipment used in or incorporated into the Work will be of good quality, new and free of liens, Claims and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents and Applicable Code Requirements. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Manufactured items installed in the Work and not specifically covered in the Contract Documents are to be installed in strict accordance with manufacturers' current printed instructions.

3.5.2 All materials to be incorporated in the Work shall be protected from damage during delivery, storage, and handling, and after installation until Acceptance of the Work, and Contractor shall, without charge to City, be responsible for all damage due to Contractor's failure to provide such proper protection.

### **3.6 CONSTRUCTION METHODS AND PROCEDURES**

3.6.1 The methods and procedures adopted by Contractor shall be such as to secure a quality of Work satisfactory to City and to enable completion of the Work in the time agreed upon. If at any time such methods and procedures appear inadequate, City may order Contractor to improve their character or increase efficiency, and Contractor shall conform to such order; but the failure of City to order such improvement of methods or increase of efficiency will not relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents or within the Contract Time.

3.6.2 If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall be fully and solely responsible for the Site safety for implementing such means, methods, techniques, sequences or procedures. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, Contractor shall give written notice to City and shall not proceed with that portion of the Work without further written instruction by City.

### **3.7 TAXES**

3.7.1 Contractor, Subcontractors and Sub-subcontractors are responsible for paying all sales, consumer, business license, use, income and payroll, and similar taxes for the Work or portions thereof provided by Contractor and Subcontractors.

3.7.2 All Contractors for Construction Contracts equal to or greater than \$5 million dollars shall be required to obtain a subpermit with the California Board of Equalization for a direct allocation of any and all applicable use tax to the City of Santa Monica, where the jobsite is located. Contractor shall apply for and comply with all of the conditions of the subpermit pursuant to the California State Board of Equalization, Chapter 2, Section 260.020, "Compliance Policy and Procedures Manual: Registration, subchapter Contractors," as may be amended from time to time.

### **3.8 LEGAL REQUIREMENTS**

3.8.1 Contractor shall perform the Work in accordance with all Applicable Code Requirements, even though such requirements are not specifically mentioned in the Contract Documents.

3.8.2 When the Work required by the Contract Documents is in conflict with any Applicable Code Requirement, Contractor shall notify City and shall not proceed with the Work until City has so ordered.

### **3.9 SUPERINTENDENT/PROJECT STAFF**

3.9.1 Contractor shall employ a complete and competent project staff for the duration of the Work, which shall include separate individuals designated to act as Superintendent(s), project manager(s), project engineer(s) and administrative assistant(s), plus such other members as necessary to diligently prosecute the Work. Contractor shall not replace the designated Superintendent or project manager without a minimum seven (7) Day written notice and only with the written approval of City, which may be granted or withheld in its sole discretion. Any Project staff member and any replacement member shall be subject to the approval of City, which may be granted or withheld in its sole discretion. Upon notice from City requesting replacement of any Project staff member who is unsatisfactory to City, Contractor shall in a timely manner, but in no event longer than three (3) Days after notification, replace such member with a competent member satisfactory to City. Failure by Contractor to comply with this provision shall entitle City, at its option exercised in its sole discretion, to terminate the Contract or suspend the Work until compliance is demonstrated. All costs or damages associated with such termination or suspension shall be borne by Contractor, without adjustment in the Contract Sum or Contract Time.

3.9.2 The Superintendent shall be at the Site at all times during the performance of the Work. The Superintendent shall represent Contractor and communications given to and acknowledged by the Superintendent shall be binding on Contractor. Further, communications issued by or received from the Superintendent shall be deemed as

binding on Contractor. The Superintendent must be able to read, write and communicate fluently in English. The Superintendent shall not perform the Work of any trade, pickup materials or perform any Work not directly related to the supervision and coordination of the Work.

### **3.10 SCHEDULES REQUIRED OF CONTRACTOR**

3.10.1 Contractor shall submit a preliminary Construction Schedule to City in a form approved by the Construction Manager at the Pre-Construction Meeting.

3.10.2 Updated Construction Schedules shall be submitted in the form and frequency approved by the Construction Manager.

3.10.3 The Construction Schedule and Construction Schedule updates shall meet the following requirements:

.1 Schedules must be suitable in format and clarity for monitoring progress of the Work and shall utilize the critical path method of scheduling.

.2 Schedules must provide necessary data about the timing for City's decisions and City-furnished items.

.3 Schedules must be in sufficient detail to demonstrate adequate planning and staffing for the Work.

.4 Schedules must represent a practical plan to complete the Work within the Contract Time. If at any time during the Work, any activity is not completed by its latest scheduled completion date, Contractor shall notify the Construction Manager within seven (7) Days of Contractor's plans to reorganize the work force to return to the schedule and prevent Delays on any other activity.

.5 An updated Construction Schedule shall be submitted with each progress payment request, but no less frequently than monthly, and shall include all of the following:

(i) A written narrative report detailing the actual progress of the Work as of the date of submission;

(ii) The expected progress of the Work as of such date according to the approved Construction Schedule;

(iii) The reasons for any variance between the approved Construction Schedule and the updated Construction Schedule; and

(iv) Contractor's plan for placing the Work back on Schedule, at Contractor's expense.

3.10.4 Contractor shall plan, develop, supervise, control and coordinate the performance of the Work so the progress, sequence and timing of the Work conform to the current accepted Construction Schedule. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work, the ordering and fabrication of materials, required Submittals, and the delivery of equipment, shall coordinate and integrate such information and data in updated Construction Schedules and Record Documents, and shall monitor the progress of the Work and the delivery of equipment. Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances or disruptions for its own forces and those forces of Subcontractors, regardless of Tier. Contractor shall cooperate with City in the development of the Construction Schedule and updated Construction Schedules.

3.10.5 City's review, comments, requests for revisions, or acceptance of any schedule or scheduling data shall not:

- (i) Relieve Contractor from its sole responsibility for the feasibility of the schedule and to plan for, perform, and complete the Work within the Contract Time;
- (ii) Transfer responsibility for any schedule from Contractor to City; nor
- (iii) Imply City's agreement with any assumption upon which such schedule is based or any matter underlying or contained in such schedule.

3.10.6 Failure of City to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Construction Schedule, shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.10.7 Contractor shall cooperate with and coordinate its schedule with work of City and City's Separate Contractors.

### **3.11 DOCUMENTS AND SAMPLES AT PROJECT SITE**

3.11.1 Contractor shall maintain one (1) set of As-Built Documents at the Site, which shall be kept up to date on a daily basis at all times during the performance of the Work. All performed changes, deletions or additions in the Work from that shown in the Contract Documents shall be recorded accurately and completely in the Record Documents. Upon Final Completion and as a condition to final payment, each sheet of the As-Built Documents and other Record Documents shall be signed and attested to by a representative of Contractor as being complete and accurate.

3.11.2 Contractor shall, at all times during performance of the Work, also maintain the following at the Site:

- (i) The latest updated Construction Schedule approved by City;
- (ii) Shop Drawings, product data, and samples; and
- (iii) All other required Submittals.

At all times during the course of the Project, these documents shall be available to City, the Construction Manager and the Design Consultant to audit, excerpt, or copy as they see fit. Upon Final Completion or termination of the Construction Contract, these shall be delivered to City.

3.11.3 It shall be the responsibility of Contractor to maintain a current and complete record of all Changes performed during the progress of the Project construction. The record shall be in the form of a complete set of prints of the As-Built Documents on which daily recordings are made by Contractor, indicating in detail and dimension each variation from the original set of Contract Documents and including all of the construction Work. At the completion of construction, Contractor shall, as a requirement of the Final Completion of the Work, certify that to the best of its knowledge, the As-Built Documents are true and accurate, and that the indications thereon represent all Changes performed during the construction of the Project. At the Final Completion of the Work, the As-Built and other Record Documents shall become the property of City.

3.11.4 Contractor, in concert with the Design Consultant and the Construction Manager, shall review Contractor's As-Built Documents for conformance with all current Changes prior to presenting its monthly Application For Payment. The monthly progress payment statement will not be accepted or processed by City unless the As-Built Documents are current and complete, and Approved by City.

3.11.5 At the Final Completion of the Work, all information annotated monthly on the As-Built Documents shall be fully incorporated by Contractor onto a set of mylar reproducibles furnished by Contractor. These As-Built Documents will become the permanent property of City at the Final Completion of the Work. If the As-Built Documents are prepared on a computer, then the revised computer files shall also be provided to City in the file format specified by City.

## **3.12 SUBMITTALS**

3.12.1 Submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which Submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Prior to starting Work, Contractor shall provide to City an initial schedule for all materials and equipment for which shop drawings are required by the Contract Documents. For each required shop drawing, Contractor shall provide to City the date for the drawing's intended Submittal to the Design Consultant for review. The date required for its return to avoid Delay in any activity beyond the scheduled start date shall also be given.

3.12.2 All shop drawings and other Submittals shall be provided at Contractor's expense, when required by the Contract Documents or requested by the Construction Manager.

3.12.3 Contractor shall review, stamp approved, and submit to the Construction Manager, all Submittals required by the Contract Documents to be submitted and reviewed by the Design Consultant. Submittals to the Construction Manager without evidence thereon of Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements. Submittals shall be provided within the time frame specified in the Special Provisions and Technical Specifications in accordance with the Construction Schedule, and in such sequence as to cause no Delay in the Work or in the activities of City or of Separate Contractors. Submittals made by Contractor which are not required by the Contract Documents, may be returned without action by the Construction Manager or Design Consultant. Submittal to the Construction Manager and Design Consultant must include a statement, in writing, identifying any deviations from the Contract Documents required due to manufacturing or installation limitations contained in the Submittal.

3.12.4 All Submittals shall be submitted in six (6) sets, accompanied by letters of transmittal, and addressed to the Construction Manager for review. Unless otherwise specified in the Contract Documents, Submittals consisting of Drawings or Plans shall be in the form of six (6) copies. The Submittal must be in accordance with the Contract Documents. If the Submittal involves a request for substitution of materials, the request shall be clearly identified on the Submittal that it is a "Request for Substitution." Unless so clearly marked, Submittals shall not be considered as a request for substitution. If changes or corrections are required, three marked-up prints shall be returned to Contractor. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, or product samples, necessary to describe a system, product, or item. The letter of transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor, shall be numbered consecutively, and shall be referenced to the sheets or paragraphs of the Contract Documents, referenced by sheet or subparagraph affected. Submittals shall be combined for singular assemblies, items or materials.

3.12.5 No Work requiring a Submittal shall be performed by Contractor until the Submittal has been reviewed by City, Construction Manager or Design Consultant and the Design Consultant has documented the exceptions noted on the Submittal. Contractor shall allow twenty (20) Days for review of Submittals. Once the Submittal is returned to Contractor by the Construction Manager with a statement that it has been reviewed and no exceptions are taken or further action requested, such Work shall be performed in accordance with the Submittal and the Contract Documents.

3.12.6 Contractor's Submittals represent that Contractor has determined or verified materials and field measurements and conditions related thereto and that it has checked

and coordinated the information contained within such Submittals with the requirements of the Contract Documents and Submittals for related Work.

3.12.7 If Contractor discovers any conflicts, omissions or errors in Submittals, Contractor shall notify the Construction Manager and receive instruction before proceeding with the affected Work.

3.12.8 Contractor shall remain solely responsible, notwithstanding City, Construction Manager or Design Consultant's review or approval of Submittals, for deviations (including, without limitation, those arising from standard shop practice) from requirements of the Contract Documents, unless Contractor has specifically informed City, Construction Manager or Design Consultant in writing of such deviation at the time of transmitting the Submittal and City, Construction Manager or Design Consultant has given written approval of such deviation. No adjustment in the Contract Sum or Contract Time shall be permitted with respect to any such deviations that are noted in writing by Contractor and as to which City, Construction Manager or Design Consultant takes no exception or approves.

3.12.9 After review of Contractor's Submittals by City, Construction Manager or Design Consultant, the Construction Manager will transmit to Contractor the required number of sets. If the Submittals are found to be incomplete or incorrect, Contractor shall resubmit after corrective action has been taken. Contractor shall reimburse City, or City may withhold from payments due Contractor, sums owing by City for any fees charged by City, Construction Manager or Design Consultant or City's other consultants for more than two (2) reviews of a Submittal, or for accelerated review in a shorter time than set forth in the approved Construction Schedule, if requested by Contractor or caused by late Submittals by Contractor. The return of a Submittal due to failure to comply with the Contract Documents or for correction or additional information shall be considered a review.

3.12.10 Review of Submittals by City, Construction Manager or Design Consultant will be general and for conformance with design intent, and shall not relieve Contractor from the responsibility for proper fitting and construction of the Work, nor from furnished materials and Work required by the Contract which may not be indicated on the reviewed Submittals.

3.12.11 Submittals shall be in English, be of good quality, and be of a size and scale to clearly show all necessary details. Submittals shall show in detail the size, sections and dimensions of all members; the arrangement and construction of all connections, joints and other pertinent details; and all holes, straps and other fittings required by other Separate Contractors for attaching their Work. When required by City, Construction Manager or Design Consultant, engineering computations shall be submitted. Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose Work is dependent thereon.

3.12.12 Contractor shall, at all times, maintain at the Site a complete file of all City, Construction Manager or Design Consultant-reviewed Submittals.

### **3.13 TRADE NAMES, SUBSTITUTIONS**

3.13.1 Except as otherwise noted and permitted by law, whenever in the Contract Documents any material or process is indicated or specified by two or fewer patents, proprietary names, brand names and/or manufacturers, such specification shall be deemed pursuant to Public Contract Code 3400 to be followed by the words "or approved equal".

3.13.2 Contractor shall have ten (10) Days after submission of the Bid to submit data substantiating substitution of "or equal" items. City, with the advice of the Design Consultant, will determine whether the proposed brand or item is equal in quality and utility to that specified in the Contract Documents, and its decision shall be final. City, Construction Manager or Design Consultant may require the submission of samples, formulae, and/or statements of physical properties for consideration in determining equality of the material or process in question. No proposal for an equal will be considered complete unless accompanied by complete information and descriptive data necessary to determine the equality of the offered equal.

3.13.3 If Contractor requests use of substitute material or process, it shall be incumbent upon Contractor to furnish sufficient evidence to support the claim of equality to the satisfaction of City, Construction Manager or Design Consultant.

3.13.4 If City accepts for use in the Project a substitute material or process which in the opinion of City, Construction Manager or Design Consultant is not the equal of that specified, a Change Order shall be issued issuing a credit to City for the difference in value.

3.13.5 Substitutions by Contractor that are incorporated into the Work without the prior review and Approval by City, Construction Manager or Design Consultant in accordance with the requirements of the Contract Documents shall be deemed to be Defective Work.

3.13.6 The specified Construction Contract completion time shall not be affected by any circumstance developing from the substitution provisions of this Article 3.13.

### **3.14 DAILY REPORTS BY CONTRACTOR**

3.14.1 At the end of each working day, Contractor shall submit a daily report to the Construction Manager (on a form provided by or accepted by the Construction Manager) listing:

- (i) Labor - Names of workers, classification, and hours worked.
- (ii) Material - Description and list of quantities of materials used.

(iii) Equipment - Type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

(iv) Inspection and Testing Activities - Name, City or company and items involved.

(v) Areas of Work - The areas of the Site on which Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the day.

(vi) Accidents, Delays, Defective Work - Description in detail of any injuries to workers, accidents, Delays, or Defective Work that were encountered.

(vii) Other Services and Expenditures - Description in such detail as City may require of other services and expenditures.

3.14.2 Reports by Subcontractors and Sub-subcontractors that comply with the requirements of this Article 3.14 shall also be submitted to the Construction Manager through Contractor at the end of each working day

3.14.3 Submission of daily reports by Contractor, Subcontractors and Sub-subcontractors, of every Tier performing Work on the Site shall be a condition precedent to Contractor's right to payment under the Contract.

3.14.4 Facts, notice or information contained in daily reports of Contractor or its Subcontractors or Sub-subcontractors, whether known or not known to City or Construction Manager, shall under no circumstances be considered evidence of compliance by Contractor with any of the specific written notice requirements of the Contract Documents.

### **3.15 CUTTING AND PATCHING**

3.15.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work join properly and to allow the Work to join the work of Separate Contractors shown in, or reasonably implied by, the Contract Documents.

3.15.2 Contractor shall not endanger the Work, the Project, Existing Improvements, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of City.

3.15.3 In all cases, cutting shall be performed under the supervision of competent workers skilled in the applicable trade and shall cause the openings to be cut as small as possible to minimize unnecessary damage.

### **3.16 ACCESS TO THE WORK**

3.16.1 City, Construction Manager, Design Consultant, their consultants and other persons authorized by City shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

3.16.2 City may, at any time, and from time to time during the performance of the Work, enter the Project for the purpose of installing any necessary other work by City labor or other contracts or for any other purpose. Contractor shall cooperate with City and not interfere with other work being done by or on behalf of City.

### **3.17 ROYALTIES AND PATENTS**

3.17.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall immediately notify City if it learns of any circumstances that may constitute an infringement of patent rights and shall defend and indemnify City and the members of the Project Team in accordance with Article 3.21 against Losses, liabilities, suits or Claims resulting from Contractor's or any Subcontractor's or Sub-subcontractor's infringement of patent rights.

### **3.18 PERMITS AND LICENSES**

3.18.1 Contractor and all Subcontractors shall purchase or hold current and valid City of Santa Monica Business Licenses. Contractor shall obtain and be responsible for the cost of all permits and applications related to the construction of the Project.

### **3.19 DIFFERING SITE CONDITIONS**

3.19.1 Save and except as permitted for Differing Site Conditions as defined in this Article 3.19, Contractor agrees to solely bear the risk and the additional cost and Delay of all concealed or unknown conditions at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

3.19.2 Differing Site Conditions are those conditions encountered at the Site or in Existing Improvements that are (1) subsurface or concealed conditions which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

3.19.3 If Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall be immediately reported to City and the Construction Manager followed within twenty-four (24) hours by a written notice stating a detailed description of the conditions encountered.

3.19.4 City shall promptly investigate Contractor's report of Differing Site Conditions. If City finds that Differing Site Conditions exist, in accordance with this Article 3.19, an adjustment shall be made in the Contract Sum and Contract Time in such amount as City approves.

3.19.5 If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within seven (7) Days after it first discovered, or should have discovered in the exercise of diligence and care, the existence of such Differing Site Conditions, submit a written statement setting forth a detailed cost breakdown in the form required by Article 7.2 setting forth the basis of Contractor's calculation of the costs saved or incurred, detailed information demonstrating the effect on the Construction Schedule in the same manner as required by the Contract Documents for obtaining approval of extensions of time, identification of the Bid Documents that formed the basis of Contractor's Bid estimate to perform the Work affected by such conditions and a complete and detailed explanation of the factual basis for the request.

3.19.6 Failure by Contractor to strictly comply with the requirements of this Article 3.19 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed a waiver of any right by Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.

3.19.7 No Claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after final payment under the Construction Contract.

### **3.20 INSPECTIONS**

3.20.1 In order to allow for inspection by City and other agencies, or any inspection required elsewhere in the Special Provisions and Technical Specifications, Contractor shall notify City in writing three (3) Days in advance of the permanent concealment of any materials or Work.

3.20.2 Whenever Contractor desires to carry on the Work of this Construction Contract at hours other than 8:00 AM to 6:00 PM, Monday through Friday and from 9:00 AM to 5:00 PM on Saturdays, it shall request authorization in writing from City for such Work at least twelve (12) Days in advance and, if approved to proceed, Contractor agrees to pay overtime reimbursement of costs, of such required inspector(s) and the Construction Manager, Design Consultant and/or other City consultants whose presence is necessary and requested by City. City offices are closed on alternate Fridays commencing January 12, 2001, and every other Friday thereafter. Inspections by City Building Department may not be available on these days.

3.20.3 If any Work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to City that the materials used and the Work done are in conformity with the Contract

Documents. All labor and equipment necessary for exposing and testing shall be furnished by Contractor at its expense. Contractor shall replace, at its own expense and without reimbursement by City, any materials or Work damaged by exposure and any faulty materials or work evidenced by such exposure or testing.

3.20.4 When, in order to comply with the intent of the Contract Documents, inspection must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify City a sufficient length of time in advance to allow for arrangements to be made for such inspection.

3.20.5 Any inspection or approval by any representative or agent of City will not relieve Contractor of the responsibility of incorporating into the Work only those materials which conform to the Contract Documents, and any nonconforming materials shall be removed from the Site whenever identified.

3.20.6 When Contractor believes it has achieved either Substantial or Final Completion of the Work, Contractor shall notify City and the Construction Manager in writing and request a Substantial or Final Completion inspection of the Work. City, Design Consultant and Construction Manager will make such inspection as soon thereafter as possible.

### **3.21 INDEMNIFICATION, STOP NOTICES**

3.21.1 Contractor shall fully comply with the Indemnification provision of the Construction Contract.

3.21.2 Contractor shall take steps to assure that a right of indemnification is included in all subcontracts, purchase orders and other contracts entered into by Subcontractors and Sub-subcontractors, of every Tier, for the Project that afford the same coverage, benefits and protections as provided for in Article 3.21.1.

3.21.3 Nothing set forth in the Contract Documents shall be construed to give rise to any express or implied right in favor of Contractor for indemnity or contribution.

3.21.4 Contractor shall not permit any stop notices or other claims, valid or invalid, to be served, filed, recorded or otherwise imposed on City or on any part of the Work or the property on which the Work is performed. If any stop notice or other claim is served, filed or recorded in connection with the Work, City shall have the option, in its sole discretion, to require that Contractor immediately and at its own expense obtain a bond executed by a good and sufficient surety, in accordance with the California Civil Code, Section 3196, in a sum equal to one hundred twenty-five percent (125%) of the amount of such stop notice or claim. Such bond shall guarantee the payment of any amounts which the claimant may recover on the stop notice or claim, together with the claimant's costs of suit in any action to enforce such stop notice or claim if the claimant recovers therein. This remedy shall be in addition to all other rights and remedies of City under the Contract Documents and applicable law, including, without limitation, the right to withhold funds from sums due to Contractor.

## **3.22 PARKING**

3.22.1 Contractor shall provide and maintain suitable parking areas, for use by all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, construction activities or public parking.

## **3.23 USE OF THE PROJECT SITE AND CLEAN UP**

3.23.1 Contractor shall confine operations at the Site to areas permitted by Applicable Code Requirements and the Contract Documents. Contractor shall not encumber the Site with materials or equipment so that Separate Contractors' work is hindered or impeded due to such encumbrances.

3.23.2 Contractor shall, during performance of the Work, keep the Site and surrounding area free from the accumulation of excess dirt, dust, waste materials, water and rubbish caused by Contractor or any Subcontractors. Contractor shall continuously remove all excess dirt, waste material, water and rubbish caused by Contractor and all tools, equipment, machinery and surplus materials from the Site and surrounding area at the completion of the Work. Adequate cleanup will be a condition for progress payments.

3.23.3 Personnel of Contractor, Subcontractors, and Sub-subcontractors shall not occupy, live upon, or otherwise make use of the Site during any time that Work is not being performed at the Site, except as otherwise provided in the Contract Documents.

3.23.4 Upon Final Completion of the Work, Contractor shall remove all construction facilities, appurtenances, tools, material and other articles from the Site. The entire area, including all fixed equipment, floors, surfaces and hardware shall be cleaned and restored to their original condition in accordance with the Special Provisions and Technical Specifications.

3.23.5 In addition to water sprinkling, temporary enclosures and anti-dust sweeping compounds should be used to limit dust and dirt rising and to keep the Site clean.

3.23.6 Construction materials shall be neatly stacked by Contractor when not in use. Dusty materials in piles or in transit shall be covered to prevent suspension of the dirt in the air. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from the affected surfaces to prevent marring or other damage.

3.23.7 Volatile wastes shall be properly stored in covered metal containers and removed daily. All other trash receptacles shall be promptly emptied when full.

3.23.8 Contractor shall promptly and legally transport and dispose of removed and demolished items and waste materials not identified to be recycled or reused in a manner

complying with local ordinances and anti-pollution laws. No rubbish or waste materials shall be burned, buried, or otherwise disposed of on the Site.

3.23.9 Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site. Sanitary facilities shall be on a portable trailer and shall be removed from the Site at the end of each workday. For sewer lining projects, Contractor shall provide additional sanitary facilities on a portable trailer to be used by the residents during lining installation (one sanitary facility per each 30 meters [100 feet]). Contractor shall remove those sanitary facilities as soon as relief holes are cut and notices of completion are delivered.

### **3.24 ENVIRONMENTAL CONTROLS**

3.24.1 AIR POLLUTION CONTROL. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in the California Laws Government Code, Section 11017, and the South Coast Air Quality Management District, Rule 1403, or any other applicable law. In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds and liquid asphalt used on the Project shall comply with the applicable material requirements of the South Coast Air Quality Management District. All containers of paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements. Material to be disposed of shall not be burned.

.1 Mold. If any material susceptible to microbial growth becomes wet during the construction phase, that material should be carefully removed from the construction Site to prevent further contamination of the indoor air.

.2 VOC's. Construction materials that emit low levels of volatile organic compounds (VOC) shall be used to improve indoor air quality. Adequate ventilation of packaged dry products shall be used prior to installation. Contractor is responsible to ventilate the building during the application of wet products (e.g., paints, glues, sealants), which release their highest levels of VOC's during the curing period immediately after the application. Also, wet products shall be applied before installing materials that act as "sinks" such as carpets, fabric, ceiling tiles, movable partitions, furniture, etc. in order to reduce the chance of the "sinks" absorbing contaminants and slowly releasing them into the building over time.

.3 Off-Gassing. Contractor is responsible for identifying specific materials that require more complex ventilation to accelerate off-gassing. In addition to paints, glues and sealants, those materials that generally require temporary ventilation include, without limitation: composite wood products, plastics, waterproofing, insulation, fireproofing, caulking, acoustical ceilings, resilient flooring and wood preservatives.

.4 Barriers. Barriers shall be used to prevent the migration of airborne pollutants from areas under construction and to mitigate any construction noise that may disrupt occupant activities. If effective controls for pollution emissions cannot be practically implemented, activities involving significant airborne pollutants shall be scheduled during off-hours at Contractor's expense. The Site shall be ventilated with fresh outside air during and immediately after the noxious activity.

.5 Exhaust. Contractor shall install a temporary exhaust in a construction area to prevent contaminated air from entering the building's return-air system, including, without limitation:

- (i) Removing windows in a space.
- (ii) Using available or dedicated exhaust systems (e.g., kitchen or toilet exhaust) that are not tied into the building's overall return-air system.

The building shall be flushed with full outdoor air for seven (7) Days prior to occupancy. Full capacity of the HVAC system shall be used for at least 2.5 ACH (air changes per hour), provided by temporary fans. During this time, the interiors shall be thoroughly cleaned, the HVAC ducts vacuumed, and air and HVAC system filters replaced.

.6 Cleaning Products. All cleaners and janitorial products shall be approved by the City of Santa Monica's Environmental Programs Division in accordance with City's required Toxic Use Reduction Program. Contractor may obtain a list of City's approved cleaning products from the Construction Manager (who will obtain it from the Environmental Programs Division). All Contractors are to use the approved products unless the approved products are not working for their needs or they have a particular product need for which a product has not yet been approved.

Before purchasing or using any cleaning product not on the approved list, Contractor shall request a copy of City's Custodial Products Bid Specifications from the Construction Manager. Contractor shall submit a Product Reporting Form with appropriate back-up documentation to the Design Consultant for each cleaning product not on the approved list, along with an explanation of why an approved product is not being used. The back-up documentation should conform to the City's Custodial Products Bid Specifications. The Construction Manager will forward Contractor's request to the Environmental Programs Division for evaluation and will notify Contractor of the approval or rejection of any product submitted. City shall not be responsible for any costs incurred due to the disapproval of any cleaning products or for delays due to Contractor's failure to submit all required information or acceptable products.

3.24.2 TEMPORARY WATER, LIGHT AND POWER. Water for any purpose shall be obtained by Contractor, at its expense, from City. Contractor is to contact the Construction Manager for a phone number and contact person. In no case may Contractor obtain water from unmetered fire hydrants. The costs of obtaining water shall

be included in the prices paid for the various contract items of work included and no additional compensation will be allowed therefor, unless otherwise specified in these Contract Documents. Contractor should be aware that there is a penalty for taking water from an unmetered fire hydrant. This amount shall be deducted from the payment due Contractor.

### 3.24.3 WATER POLLUTION CONTROL.

.1 Contractor shall use Best Available Technology and Best Management Practices to prevent the pollution of drains and watercourses by discharges of materials other than uncontaminated storm water. Prohibited discharge include stormwater discharge that may threaten to cause pollution, contamination or nuisance, sanitary waste, sediment and debris from erosion and other substances resulting from construction activities. Sanitary wastes will not be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers.

.2 Contractor to provide effective and continuous control of water pollution, including where Work in small or multiple units, on an out of phase schedule or with modified construction procedures. Contractor shall determine which methods are most effective in achieving control of water pollution as a result of Contractor's operations. Contractor shall coordinate water pollution control work with all other Work performed by Contractor and Separate Contractors.

.3 Before starting any Work on the Project, Contractor shall submit to the Construction Manager for acceptance a program for effective control of water pollution. Such program shall show the schedule and detailed description for the pollution and erosion control work or practices included in the Construction Contract and for all water pollution control measures which Contractor proposes to take in connection with construction of the Project to minimize the effects of their operations upon adjacent streams and other bodies of water. Contractor shall not perform any clearing and grubbing or earthwork on the Project, other than that specifically authorized in writing by the Construction Manager, until such program has been approved by City or Construction Manager. Contractor shall revise and bring up to date said water pollution control program at any time the Construction Manager makes written request for such revisions.

.4 The Construction Manager will notify Contractor within seven (7) Days of its learning of the acceptance or rejection of any submitted or revised water pollution control program.

.5 City shall not be liable to Contractor for failure to accept all or any portion of any originally submitted or revised water pollution control program, or for any Delays to the Work due to Contractor's failure to submit an acceptable water pollution control program. Contractor assumes sole responsibility for all costs associated with treatment of water polluted as a result of Contractor's Site activities, whether treatment is initiated by Contractor or City.

.6 Contractor may request the Construction Manager to waive the requirement for submission of a written program for control of water pollution when the nature of Contractor's operation is such that pollution discharge or erosion is not likely to occur. Waiver of this requirement will not relieve Contractor from responsibility for compliance with the other provisions of this Section. Waiver of the requirement for a written program for control of water pollution will not preclude City requiring submittal of a written program at a later time if the Construction Manager deems it necessary because of the effect of Contractor's operations.

.7 Where erosion damage which will cause water pollution is probable due to the nature of the material or the season of the year, Contractor's operation shall be so scheduled that permanent erosion control features will be installed concurrently with or immediately following grading operations.

.8 All water pollution control work required elsewhere in the Contract Documents which may be accomplished under the various contract items of Work will be measured and paid for as provided in said items of Work elsewhere in these Contract Documents.

.9 All water pollution control work performed in accordance with the accepted program which is not otherwise required under the Construction Contract and which is ordered by the Construction Manager will be paid for as Extra Work as provided for in the General Conditions. Except as otherwise provided in Article 3.24.3 or elsewhere in the Contract Documents, full compensation for conforming to the requirements of Article 3.24.3 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefor.

3.24.4 URBAN RUNOFF. The following Best Management Practices which address the problem of urban runoff shall apply to all projects undergoing construction in City. The Best Management Practices list set forth below is required by City, and shall apply at the time of demolition of an existing structure or commencement of construction until receipt of a certificate of occupancy or certificate of completion:

.1 Runoff, sediments and construction waste from construction sites and parking areas shall not leave the site.

.2 Any sediments or other materials which are tracked off the Site shall be removed the same day. When determined necessary by the Construction Manager to provide temporary pollution control measures, a temporary sediment barrier shall be installed.

.3 On an emergency basis only, plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

.4 Excavated soil shall be located on the Site in a manner that eliminates the possibility of sediment running into the street or adjoining properties. Undocumented fills shall be covered until the soil is either used or removed.

.5 No washing of construction or other industrial vehicles shall be allowed adjacent to the Site. No runoff from washing vehicles on the Site is allowed to leave the Site.

.6 Drainage controls shall be utilized as needed, depending on the extent of proposed grading and topography of the Site, including, but not limited to the following: (i) detention ponds, sediment ponds or infiltration pits; and (ii) dikes, filter berms or ditches; and (iii) down drains, chutes or flumes.

3.24.5 STORMWATER POLLUTION. To avoid stormwater pollution, Contractor shall plan roadwork and pavement construction as follows:

(i) Apply concrete, asphalt, and seal coat during dry weather to prevent contaminants from contacting stormwater runoff.

(ii) Cover storm drain inlets and personnel access holes when paving or applying seal coat, slurry seal, fog seal, etc.

(iii) Always park paving machines over drip pans or absorbent materials, since they tend to drip continuously.

(iv) When making saw-cuts in pavement, use as little water as possible. Cover each catch basin completely with filter fabric during the sawing operation and contain the slurry by placing straw bales, sand bags, or gravel dams around the catch basin. After the liquid drains or evaporates, shovel or vacuum the slurry residue from the pavement or gutter and remove from the Site.

DRAINAGE CONTROL. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, Site and adjacent property. Also drainage facilities shall be constructed to minimize the potential pollution to the ocean.

Existing drainage channels and conduits shall be cleaned, enlarged or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect City's private property and utility owner's facilities and the Work, and to direct water to drainage channels or conduits. Retention of drainage on the Site shall be provided as necessary to prevent downstream flooding.

3.24.6 SOUND CONTROL.

.1 Contractor shall comply with all local sound control and noise level rules, regulations and ordinances (including but not limited to all applicable provisions of the Santa Monica Municipal Code, Chapter 4.12) which apply to any Work performed

pursuant to the Construction Contract, except as modified in the Special Provisions and Technical Specifications.

.2 Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler. The noise level from Contractor's operations, between the hours of 8:00 A.M. and 6:00 P.M., shall not exceed 86 DBA at a distance of 15 meters (50 feet). This requirement in no way relieves Contractor from responsibility for complying with local ordinances regulating noise level.

.3 The noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

.4 Prior to starting construction, all equipment to be used on the Project shall be inspected and tested for compliance with the requirements of this Project. Sound blankets or other sound mitigation equipment approved by the Construction Manager shall be required to bring equipment into compliance with the requirements of this Project.

.5 Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various contract items of Work involved and no additional compensation will be allowed therefor.

SPECIAL HAZARDOUS SUBSTANCES AND PROCESSES. Contractor acknowledges that it is aware of and in compliance with the provisions of the Hazard Communication Standards (California Code of Regulations, Title 8, Section 5194). Contractor shall, at the request of the Construction Manager, demonstrate that Contractor is in complete compliance with the Hazard Communication Standards. In addition, Contractor shall, at the request of the Construction Manager, provide to the Construction Manager a material safety data sheet and a copy of the product label for any product handled or used by Contractor on City property or in an area where a City employee is working. Contractor shall contact the City's "Household Hazardous Waste Facility" regarding the intent to dispose of any materials containing asbestos or any petroleum-contaminated soil.

#### **ARTICLE 4 – ADMINISTRATION OF THE CONTRACT**

##### **4.1 CONTRACT ADMINISTRATION BY CITY, DESIGN CONSULTANT AND CONSTRUCTION MANAGER**

4.1.1 City and the Construction Manager will provide administration of the Construction Contract as provided in the Contract Documents.

4.1.2 No actions taken by City, Construction Manager or Design Consultant shall relieve Contractor of its obligations as described in the Contract Documents.

4.1.3 The Construction Manager will be present on the Site during the performance of the Work primarily for the purposes of providing administration, inspection and expediting communications between City, Design Consultant and Contractor.

4.1.4 Neither City, Design Consultant nor Construction Manager will have control over, will be in charge of, or will be responsible for construction means, methods, techniques, safety, sequences or procedures or for safety precautions and programs in connection with the Work, all of which are the sole responsibility of Contractor.

4.1.5 Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between Contractor and City or Design Consultant shall be in writing through Construction Manager. Communications by Contractor, Subcontractors and Sub-subcontractors with Separate Contractors shall be through the Construction Manager. Contractor shall not rely on oral or other non-written communications.

4.1.6 Based on the Construction Manager's Site visits and evaluations of Contractor's Applications For Payment, the Construction Manager will review and recommend to City for City approval the amounts, if any, due Contractor.

4.1.7 Construction Manager will make recommendations to City to reject the Work, or any portion thereof, which does not conform to the Contract Documents. City alone shall have the authority to stop the Work or any portion thereof. Whenever City considers it necessary or advisable, City will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed or completed. However, no authority of City conferred by the Contract Documents nor any decision made in good faith either to exercise or not exercise such authority, nor any recommendation by the Construction Manager, shall give rise to a duty or responsibility of City or the Construction Manager to Contractor or its Subcontractors or Sub-subcontractors, of any Tier.

4.1.8 Construction Manager will have the authority to do the following:

- (i) Conduct inspections in connection with Beneficial Occupancy;
- (ii) Assist City in determining the dates of Substantial Completion and Final Completion;
- (iii) Review any records, written warranties and related documents required by the Contract Documents and assembled by Contractor; and
- (iv) Make recommendations to City for issuance of final payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.9 City, with the assistance of recommendations from the Design Consultant and/or Construction Manager, shall be the ultimate interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Such decisions by City will be final and binding upon Contractor.

## **4.2 CLAIMS**

4.2.1 If a Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).

4.2.2 A Claim that does not involve an adjustment to the Contract Sum or Contract Time for Extra Work may be asserted if, and only if, Contractor gives written notice of intent to file the Claim within five (5) Days of the date the Claim arises under Article 4.2.1. A written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any, with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time, and complies with the requirements of Article 4.2.3.

4.2.3 A Claim must include the following:

- .1 A statement that it is a Claim and a request for a decision on the Claim;
- .2 A detailed description of the act, error, omission, Differing Site Condition, event or other circumstance giving rise to the Claim; and
- .3 If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by Article 7.2. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by Article 4.2.2.
- .4 A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
  - a. A detailed cost breakdown in the form required for submittal of Change Order Requests and subject to the prohibition in Article 7.2.14 relating to calculations based on total cost methodology.
  - b. Copies of actual job cost records demonstrating that the costs have been incurred.
  - c. If the Claim is based on an error, omission, conflict or ambiguity in the Contract Documents: (i) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict or

ambiguity was not discovered prior to submission of the Bid, or (ii) if not discovered, a statement demonstrating that the error, omission, conflict or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.

.5 If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.

.6 A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

*"I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of ( Contractor's name ) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's/Sub-subcontractor's name(s) ) and that the following statements are true and correct.*

(i) *The facts alleged in or that form the basis for the Claim are true and accurate; and,*

(ii) *Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,*

(iii) *Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,*

(iv) *Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,*

(v) Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

4.2.4 Failure to submit any of the information, documentation or certifications required by Article 4.2.3 shall result in the Claim being returned to Contractor without any decision.

4.2.5 Claims shall be first submitted to City via the Construction Manager for decision by City.

4.2.6 Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.

4.2.7 All Claims and supporting documentation and certifications must be filed within thirty (30) Days after the Claim arises. No Claims shall be filed after the final payment has been issued.

4.2.8 No Claim may be asserted unless Contractor has strictly complied with the requirements of Article 4.2, which shall be considered conditions precedent to Contractor's rights to assert the Claim and to initiate the Contract Dispute Resolution Process set forth in the Contract with respect to such Claim.

4.2.9 Claims less than \$50,000 shall be responded to by City in writing within forty-five (45) Days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) Days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

4.2.10 Claims of \$50,000 or greater shall be responded to by City in writing within sixty (60) Days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) Days after receipt of the further

information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

4.2.11 If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Articles 4.2.9 and 4.2.10, Contractor may so notify City, in writing, within fifteen (15) Days of City's response or within fifteen (15) Days of City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, City shall schedule a meet and confer conference within thirty (30) Days for discussion of settlement of the dispute.

4.2.12 If Contractor disputes City's decision it shall commence the Contract Dispute Resolution Process by filing a Statement of Contract Dispute within thirty (30) Days after receipt of City's response. If Contractor fails to do so, City's response will become final and binding upon Contractor.

## **ARTICLE 5 – SUBCONTRACTORS**

### **5.1 CONTRACTOR'S AWARD OF SUBCONTRACTS**

5.1.1 Contractor shall perform, with its own employees, Work amounting to at least 50 percent of the Contract Sum except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Sum before computing the amount required to be performed by Contractor with its own employees. "Specialty Items" are identified in the Bid Documents. Where an entire item is subcontracted, the value of Work subcontracted will, where no prices are provided, be based on the unit price and when a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the unit price. Such percentages will be determined from information submitted by Contractor, and subject to approval by the Construction Manager.

5.1.2 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into any subcontract agreements, the company name, address, telephone and facsimile numbers, point-of-contact and contractor's license number of all Subcontractors proposed for the Work that are changed from those previously listed in Contractor's Bid. Any Subcontractor may be disqualified if City or the Construction Manager determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other appropriate reason. If City or the Construction Manager has reasonable objections to a person or entity proposed by Contractor, Contractor shall propose an alternate party to whom City and the Construction Manager have no reasonable objection.

5.1.3 Contractor shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code, Sections 4100 through 4114. Nothing herein shall be deemed to entitle Contractor, without the written approval of City, to substitute other Subcontractors for those named in Contractor's List of Subcontractors contained in the completed Bid; and, except with such approval, no such substitution shall be made.

Should Contractor violate any of the provisions of the Subletting and Subcontracting Fair Practices Act, such violation shall be deemed a violation of the Construction Contract, entitling City, without limitation to any other rights or remedies under the law, to suspend or terminate the Construction Contract.

5.1.4 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, shall be borne solely by Contractor and without any adjustment in Contract Sum or Contract Time. However, if a replacement or substitution of any Subcontractor is made as a result of a request of City or the Construction Manager for any reason other than failure of such Subcontractor to meet the requirements of the Contract Documents or a request by Contractor for substitution, the Contract Sum only, and not the Contract Time, shall be subject to adjustment pursuant to the Change Order provisions of the Contract Documents for the amount of the increase or decrease in the original subcontract amount, with no additional sum for Contractor Markup. In such cases and at the request of City, the replacement Subcontractor shall be selected through a competitive bidding process acceptable to City.

5.1.5 Where a hearing is held pursuant to the provisions of the California Public Contract Code Division 2, Part 1 – Chapter 4 (commencing with Subparagraph 4100), by the awarding authority or a duly appointed hearing officer, City's representative shall prepare and certify a statement of all costs incurred by City for investigation and conduct of the hearing, including the costs of any hearing officer and reporter appointed. The statement shall then be sent to Contractor who shall reimburse City for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to Contractor.

## **5.2 SUBCONTRACTUAL RELATIONS**

5.2.1 Prior to the execution of each subcontract agreement, Contractor shall make available to each proposed Subcontractor, copies of the Contract Documents to which the Subcontractor will be bound, including the provisions for dispute resolution. Within thirty (30) Days of the Notice To Proceed, Contractor shall provide City with a complete listing of all Subcontractors, which shall include, but not be limited to, the Work contracted for, Subcontractor's name, address, telephone and facsimile numbers, form for doing business (i.e., sole proprietor, corporation, partnership), point-of-contact and Subcontractor's license classification and number.

5.2.2 Any part of the Work performed for Contractor by a first Tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require that the Subcontractor:

- (i) Perform the Work in accordance with the terms of the Contract Documents.
- (ii) Assume toward Contractor all the obligations and responsibilities which Contractor assumes towards City by the Contract Documents.

(iii) Preserve and protect the rights of City under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights.

(iv) Waive all rights that the Subcontractor may have against City for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or City, except for such rights Subcontractor may have to the proceeds of such insurance held by City under Article 11 of these General Conditions.

(v) Afford City and entities and agencies designated by City the same rights and remedies with respect to access to and the right to audit and the right to copy at City's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders and memoranda relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of at least three (3) years after Final Completion.

(vi) Recognize the rights of City under Article 5.3, Contingent Assignment of Subcontracts, including, without limitation, City's right to elect to accept assignment of the subcontract and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by City, to execute a written agreement on terms acceptable to City confirming that the Subcontractor is bound to City under the terms of the subcontract.

(vii) Submit Applications for payment, requests for Change Orders and extensions of time and Claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents.

(viii) Purchase and maintain insurance in accordance with the requirements of the Contract Documents and reserving the right to Owner to purchase, in its sole discretion, such insurance pursuant to an Owner Controlled Insurance or other form of Wrap-Up Program.

(ix) Defend and indemnify the Indemnitees listed in Article 3.21 on the same terms.

(x) Agree to participate in the dispute resolution procedures specified in the Contract, at the election of City.

5.2.3 Contractor shall promptly, after execution, furnish to City true, complete, and executed copies of all subcontracts, change orders and modifications thereto. Progress payments shall not be made for items of Work for which City has not received executed subcontracts or Change Orders.

5.2.4 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and City, except when, and only to the extent

that, City elects to accept the assignment of the subcontract with such Subcontractor pursuant to Article 5.3.

5.2.5 City and the Construction Manager shall have the right to communicate with Contractor's Subcontractors and Sub-subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between City or the Construction Manager and any such Subcontractor or Sub-subcontractor.

### **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.3.1 In the event of any suspension or termination of the Construction Contract, Contractor is hereby deemed to have assigned to City all its interest in contracts with Subcontractors now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by City in writing and only as to those contracts which City designates in writing. City may accept, at its sole election, said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to City for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

## **ARTICLE 6 – CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS**

### **6.1 CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 City reserves the right to award separate contracts for, or to perform with its own forces, construction or operations related to the Work or other construction or operations at or affecting the Site, including portions of the Work which have been deleted by modification. Contractor shall cooperate with City's forces and Separate Contractors.

6.1.2 City shall provide coordination of the activities of City forces and of each Separate Contractor with the Work of Contractor. Contractor shall participate with City and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. Contractor shall make necessary revisions to the Construction Schedule after such joint review.

6.1.3 Without limitation upon any of the rights or remedies of City under the Contract Documents or under law arising from a default by Contractor, in the event that Contractor fails to have personnel on Site to supervise the Work, City shall have the right, in its sole discretion, but not the responsibility, upon twenty-four (24) hours' telephonic notice to Contractor, to provide such supervision on a temporary basis. Contractor shall, notwithstanding City's providing such temporary supervision, remain solely responsible for all actions of its personnel and Subcontractors and shall defend and indemnify City in

accordance with Article 3.21 against any Losses arising therefrom. City shall have the right, in its discretion, to deduct from the sums owing to Contractor the reasonable cost of such temporary supervision.

## **6.2 MUTUAL RESPONSIBILITY**

6.2.1 Contractor shall be responsible for affording Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall schedule and coordinate its construction and operations with the construction and operations of Separate Contractors as required by the Contract Documents.

6.2.2 If a portion of the Work is dependent upon the proper execution or results of other construction or operations by Separate Contractors, Contractor shall inspect such other construction or operations before proceeding with that portion of the Work. Contractor shall promptly report to City apparent discrepancies or defects which render the other construction or operations unsuitable to receive the Work. Unless otherwise directed by City, Contractor shall not proceed with the portion of the Work affected until apparent discrepancies or defects have been corrected. Failure of Contractor to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by City or Separate Contractors is suitable to receive the Work, except as to defects not then reasonably discoverable.

6.2.3 In the event of Delays, improperly timed activities or Defective Work, the costs of such occurrences shall be borne by the party responsible therefor.

6.2.4 If Contractor wrongfully causes damage to completed or partially completed construction or to property of City or Separate Contractors, Contractor shall promptly remedy damage as provided in Article.

6.2.5 If a dispute, or other matters in question arise between Contractor and a Separate Contractor, these occurrences shall be subject to the provisions of Section 14 (Dispute Resolution) of the Construction Contract. Contractor shall immediately notify the Construction Manager in writing and within seventy-two (72) hours of such occurrences.

## **6.3 CITY'S RIGHT TO CLEAN UP**

6.3.1 If a dispute arises between Contractor and Separate Contractors as to the responsibility under their respective contracts for maintaining the Site and surrounding areas free from waste materials and rubbish, City may clean up and allocate the cost between those firms it deems, in its sole discretion, to be responsible.

## **ARTICLE 7 – CHANGES**

### **7.1 CHANGES**

7.1.1 City may, at any time and without notice to Contractor's sureties, order Changes in the Work without invalidating the Construction Contract and without relieving sureties of their obligations to City.

7.1.2 City shall be entitled to a deductive adjustment in the Contract Sum for Changes that involve Deleted Work that result in a reduction in the cost of Contractor's performing the Work and shall be entitled to an adjustment reducing the Contract Time for Deleted Work that results in Contractor's being able to complete the Work earlier than the Contract Time.

7.1.3 Unless such rights have been waived and provided that Contractor has complied with the requirements of the Contract Documents with respect to, without limitation, complete and timely submission of all notices, requests and supporting documentation, Contractor shall be entitled to an additive adjustment to the Contract Sum for Changes that involve Extra Work and an adjustment extending the Contract Time for Delays for which Contractor is entitled under the Contract Documents to an extension of time.

7.1.4 City shall have the right to require performance of Changes that result in Extra Work on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.

7.1.5 Changes may be ordered by City or the Construction Manager in writing by issuance of an agreed or unilateral Change Order or a Field Order. Contractor shall not be entitled to an adjustment of the Contract Sum or Contract Time for Changes that are not authorized by a Change Order or Field Order signed by City or Construction Manager. It is of essence to this agreement that all Changes in the Work that are the basis of an adjustment to the Contract Sum or Contract Time must be authorized in advance, in writing, by City or Construction Manager. Accordingly, no verbal directions, course of conduct between the parties or express or implied Acceptance of Changes or Work, and no claim that the Owner has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for an adjustment to the Contract Sum or Contract Time if Contractor has not obtained advance written authorization to perform the Change in the manner required by this provision.

7.1.6 City reserves the absolute right to make whatever Changes that it determines in its sole discretion are necessary and in its best interests and under no circumstances shall the number (individual or cumulative value) or scope of Changes become a basis for Contractor to claim that the Construction Contract has been rescinded, terminated, abandoned or should be reformed nor shall such circumstances be the basis for Contractor, or any Subcontractor or Sub-subcontractor, of any Tier, to recover any compensation or damages not permitted by, or in excess of that allowed under, the Contract Documents.

7.1.7 City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on City and Contractor. Contractor shall carry out such written orders promptly.

## **7.2 CHANGE ORDERS AND CHANGE ORDER REQUESTS**

7.2.1 Contractor may request adjustments to the Contract Sum or Contract Time if, and only if, Contractor follows the procedures specified in the Contract Documents, including, without limitation, the procedures set forth in this Article 7.2. If requested by City or Construction Manager, or if Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Time due to Extra Work, Contractor shall submit to City and the Construction Manager a Change Order Request in writing within seven (7) Days after the occurrence of the circumstances giving rise thereto setting forth the circumstances that are the basis of the Change and Contractor's estimate of the additional Allowable Costs associated with the Extra Work in the form required by the General Conditions, Special Provisions and Technical Specifications and Contractor's proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the Extra Work. If Contractor's Change Order Request includes a request for adjustment to the Contract Time, it shall include such information as required by the General Conditions and/or Special Provisions and Technical Specifications, including but not limited to a "Fragnet" or "time impact analysis," which identifies all critical and non-critical activities affected by the Change Order Request and showing logic ties into all existing affected activities noted on the latest approved, updated Construction Schedule.

7.2.2 In the event that the parties are unable to agree as to the reasonable cost and time to perform a Change to the Work based upon Contractor's Change Order Request and City does not elect to have the Change in the Work performed on a time and material basis, City may, in its discretion, either order performance of the Work by Field Order or make a unilateral determination of the reasonable additions or savings in cost and time attributable to the Change in the Work, based upon City's estimate, Contractor's submission or a combination thereof. A Change Order shall be issued for the amounts of cost and time determined by City and shall be promptly performed by Contractor. City's unilateral determination shall become binding upon Contractor unless Contractor submits a Claim in writing to City within twenty-one (21) Days of the issuance of the Change Order. No dispute, disagreement, nor failure of the parties to reach agreement regarding the amount, if any, of any adjustment to the Contract Sum or Contract Time due to a Change in the Work, shall relieve Contractor from the obligation to proceed with performance of the Work, including, without limitation, performance of the Change, promptly and expeditiously.

7.2.3 Changes involving Extra Work that City elects to have performed on a time and material basis shall be performed, whether by Contractor's forces or the forces of Subcontractors or Sub-Subcontractors, based on actual Allowable Costs in performing

the Change in the Work and with mark-ups in accordance with Section 7.3 of the Contract. Contractor shall submit on a daily basis to the Construction Manager daily time and material tickets to include the identification number assigned to the Change; the location and description of the Change; the classification of labor employed (and names and social security numbers if requested); the materials used; the equipment rented (not tools); and such other evidence of cost as the Construction Manager may require. The Construction Manager may require authentication of all time and material tickets and invoices by persons designated by the Construction Manager for such purpose. The failure of Contractor to secure any required authentication shall, if City elects to treat it as such, constitute a waiver by Contractor of any right to adjustment of the Contract Sum for the cost of all or that portion of the Extra Work covered by a non-authenticated ticket or invoice. The adjustment to the Contract Sum for the Extra Work will be based on the accumulation of Allowable Costs as provided in Article 7.2.5 below. It is Contractor's responsibility to review the Change Order Request invoicing of Contractor and Subcontractors and Sub-subcontractors for accuracy of Subcontractor Markups as defined in Section 7.3 (Compensation to Contractor) of the Construction Contract.

7.2.4 Adjustments to the Contract Sum for Changes for which Contractor is entitled to an adjustment of the Contract Sum by Change Order shall be computed at City's sole election on the basis of one or more of the following:

- (i) Unit prices stated in the Contract Documents or agreed upon by City and Contractor, which unit prices shall be deemed to include Contractor Markup and Subcontractor/Sub-subcontractor Markups permitted by Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.
- (ii) A lump sum agreed upon by City and Contractor, based on the estimated Allowable Costs and Contractor Markup and Subcontractor/Sub-Subcontractor Markup computed in accordance with Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.
- (iii) Contractor's Allowable Costs, plus Contractor Markup and Subcontractor/Sub-subcontractor Markups applicable to such Extra Work computed in accordance with Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.

7.2.5 Allowable Costs shall mean only those costs listed in, and substantiated and documented in accordance with, this provision and that are not disallowed pursuant to Articles 7.2.6, 7.2.11 or other provisions of the Contract Documents. Allowable Costs are the actual costs necessarily incurred by Contractor and all Subcontractors and Sub-subcontractors, of every Tier, that actually perform the Extra Work caused by the Change(s) and that are incurred in the direct performance of the Extra Work or that are saved by reason of Deleted Work, and are strictly limited to the following:

**1** Labor. The actual straight-time (and the premium time portion of overtime, if approved in writing in advance by City or the Construction Manager) wages or salaries for employees employed at the Site, or at fabrication sites off the Site, plus employer

payments collectively referred to as "Fringe Benefits and Payroll Taxes," 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 assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the Allowable Costs will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be payable under this provision only when such costs are not included in the invoice for equipment rental.

.2 Material. The cost of materials and consumable items which are furnished and incorporated into the Work at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight and delivery. City reserves the right to approve materials and sources of supply, or to supply materials to Contractor, if necessary, for the Work. No markup shall be applied to any material provided by City. Material re-stocking charges shall be limited to 5% of the amount of material. All discounts, rebates and refunds from the sale of surplus materials and consumable items shall accrue to City, and Contractor shall make provision so that they may be obtained.

.3 Tool and Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City or the Construction Manager, exclusive of hand tools. No payment will be made for the use of tools that have a replacement value of \$500 or less. When the equipment is owned by Contractor, the rental rate shall be as listed for such equipment in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date the Work is accomplished. When equipment is not listed in said publication, the rate to be paid shall be as herein defined, or a suitable rental rate for such equipment will be established by the Construction Manager. Regardless of ownership, the rates to be used in determining equipment rental cost shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment is used intermittently, when not in use it shall be returned to its rental source unless Contractor elects to keep it at the Site at no expense to City. The reported rental time for equipment already at the Site shall be the duration of its use on the Extra Work, commencing at the time it is first put into actual operation on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.

.4 Royalties and Permits. Costs of royalties and permits solely related to the Extra or Deleted Work.

.5 Insurance and Bonds. Additional costs of insurance and bonds, not to exceed two percent (2%) of the total of Parts .1 through .4, above.

7.2.6 Extra Work Costs shall not include any of the following, which are construed to be included in Contractor's Markup:

- (i) Superintendent(s).
- (ii) Assistant Superintendent(s).
- (iii) Project Engineer(s).
- (iv) Project Manager(s).
- (v) Scheduler(s).
- (vi) Estimator(s).
- (vii) Drafting or detailing.
- (viii) Small tools (with a replacement value under \$500).
- (ix) Home or field office expenses, including staff, materials, and supplies.
- (x) Trailer or storage rental and expense, whether on the Site or off the Site.
- (xi) Data processing personnel and equipment.
- (xii) Site fencing.
- (xiii) Utilities, including, without limitation, gas, electric, sewer, water, telephones.
- (xiv) Telephone, facsimile, e-mail and copier.
- (xv) Overhead, administrative, or general expenses of any kind.
- (xvi) Loss of efficiency or productivity, or other impact cost due to the effect of the Extra Work on the performance of other Work or the Work of other trades on the Project.
- (xvii) Capital expenses, including interest on capital employed in connection with Extra Work.
- (xviii) Legal costs.
- (xix) Federal, State, or local income and franchise taxes.
- (xx) Profit.

(xxi) Any Extra Work Costs incurred more than twenty (20) Days prior to submission by Contractor of its Change Order Request pursuant to Article 7.2.1.

(xxii) Cost of any item not specifically and expressly included in the items described in Article 7.2.5.

7.2.7 The term "Contractor Markup" shall mean the full amount of compensation for all costs and expenses including overhead and profit not included in the Allowable Costs, whether or not referred to in Article 7.2.5. Contractor Markup shall be computed as provided in Section 7.3 (Compensation for Extra or Deleted Work) of the Construction Contract.

7.2.8 For Work to be omitted by Change Order, the reduction of the Contract Sum shall be computed on the basis of one or more of the following:

(i) Unit prices stated in the Contract Documents or agreed upon by City and Contractor.

(ii) A lump sum agreed upon by City and Contractor, based upon the estimated Allowable Costs that would have been incurred in performing the Deleted Work, plus Contractor Markup provided for in the Construction Contract.

(iii) A sum unilaterally determined by City, if City and Contractor cannot agree upon one or both of the methods described in paragraphs (i) or (ii), above.

7.2.9 No Claim by Contractor for adjustment of the Contract Sum shall be allowed if asserted after final payment under the Construction Contract.

7.2.10 If any one Change involves both Extra Work and Deleted Work in the same portion of the Work, the Contractor Markup to be added or credited will be based on the net difference between amount allowed for the Extra Work and Deleted Work.

7.2.11 The Contract Sum will be adjusted for Delay only if and to the extent allowed by the Contract for Compensable Delay. Contractor agrees to accept such adjustments in its compensation as its sole and exclusive remedy and recovery for Delay, disruption, hindrance, interference, loss of productivity, labor or material cost escalations, inefficiency, acceleration, impact costs associated with the effect of the Changes on the Work, extended or extraordinary overhead (direct or indirect) or other Losses or damages due to Delay, of any kind.

7.2.12 City has the right to increase or decrease the quantity of any unit price item for which an estimated quantity is stated in the Bid Documents.

7.2.13 The signing of a Change Order indicates that the parties have reached a full resolution, settlement and accord and satisfaction with respect to all Claims for cost and extensions of time that were asserted, or that could have been asserted, in connection

with the Change, whether known or unknown at the time of execution of the Change Order, and that are related to the subject matter of the Change Order, including, without limitation, all Claims, costs or damages for Delay, disruption, hindrance, interference, extended or extraordinary direct and indirect overhead, multiplicity of Changes, loss of productivity, labor or material cost escalations, inefficiency, the impact of the Change on the Work, legal expenses, consultant costs, interest, lost profits or revenue, bond or insurance costs, currency fluctuations, changes in taxes or other related Claims, costs or damages. Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the right to assert or recover from City any such Claims, costs or damages.

7.2.14 Contractor's cost breakdowns submitted with its Change Order Requests (including, without limitation, requests for cost reimbursement for Delay, disruption, hindrance and interference associated with extras, Changes, additions or deletions) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual extra, Change, addition, deletion and (on an event-by-event basis) each individual Delay or disruption event. Change Order Requests shall not be based, in whole or in part, upon any methodology (such as total cost or modified total cost methodologies) that purports to calculate Contractor's additional costs of performance of the extra, Change, addition or deletion (including, without limitation, the additional costs of Delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect:

- (i) The actual Allowable Costs incurred or saved for each individual item of Extra Work or Deleted Work and
- (ii) On an event-by-event basis, the effect of each Delay that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect or time of issuance or occurrence.

7.2.15 As a further condition of Contractor's right to an adjustment of the Contract Sum for Extra Work, Contractor must keep daily, detailed and accurate records itemizing each element of Extra Work Cost and shall provide substantiating records and documentation, including time cards, invoices and delivery tickets listing all labor, materials, and equipment involved for that day. Failure to submit such records daily shall waive any rights for recovery of Allowable Costs for that day. Such records and documentation shall be submitted to and Approved by Construction Manager on a daily basis.

### **7.3 FIELD ORDERS**

7.3.1 Upon receipt of a Field Order, Contractor shall, within a reasonable time, proceed with the Work described in the Field Order. If the Field Order involves Extra Work and

sets forth a determination for adjustment of the Contract Sum or Contract Time with which Contractor disagrees, Contractor shall advise City of its agreement or disagreement in writing within seven (7) Days of such receipt. Failure by Contractor to provide such written notice shall result in its waiving any right to adjustment of the Contract Sum or Contract Time on account thereof.

#### **7.4 DISPUTES REGARDING CHANGES**

Provided that City pays to Contractor all undisputed sums due under the Contract Documents for Work performed under Change Orders, Contractor shall not delay, slow, interrupt, or suspend the performance of any Work or any Change because of a dispute between the parties with respect to an adjustment in the Contract Sum or Contract Time.

### **ARTICLE 8 – CONTRACT TIME**

#### **8.1 COMMENCEMENT OF THE WORK**

8.1.1 Commencement of the Work shall begin on the date specified in the Notice to Proceed.

#### **8.2 PROGRESS AND COMPLETION**

8.2.1 By signing the Contract, Contractor represents to City that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

.1 The Construction Schedule may reflect a period of performance that is shorter than the Contract Time; provided however, that the difference shall be deemed as float and nothing in this provision or in any other provision of the Contract Documents shall be construed as creating any contractual right, express or implied, on the part of Contractor to finish the Project earlier than the Contract Time and under no circumstances shall City be liable to Contractor for any costs, damages or compensation due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, acts or omissions (intentional or negligent) of City.

.2 Contractor has included in its Bid price the costs of all Contractor and Subcontractor overhead (direct and indirect) and Special Provisions and Technical Specifications, including but not limited to all Project staff, temporary facilities, temporary utilities, and home office overhead for the entire duration of the Contract Time. The above costs must be included in Contractor's Bid notwithstanding Contractor's anticipation of completion in fewer days than established by the Contract Time.

.3 No increase in the Contract Sum shall be made or granted for Compensable Delay if, for any reason including but not limited to Delay caused by City, Contractor completes the Work before expiration of the Contract Time.

.4 No reduction in the Contract Sum shall be made nor will Contractor be required to remain on the Project Site if the Work is completed before expiration of the Contract Time.

.5 The Construction Manager will schedule and hold weekly progress meetings and other meetings to be required by progress of the Work as determined by the Construction Manager. Contractor and/or Contractor's designee shall be present at each meeting. Contractor may also be required to request attendance by representatives of its suppliers, manufacturers and Subcontractors.

8.2.2 Except by agreement or instruction of City in writing, Contractor shall not commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. Contractor's obligations to commence the Work and to complete the Work within the Contract Time shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than City's normal working hours of 8:00 AM to 6:00 PM, Monday through Friday and 9:00 AM to 5:00 PM on Saturday), to ensure that the Work is Substantially Completed within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work that is performed pursuant to this provision. City may also take all necessary measures to ensure no further Delays to the Substantial Completion of the Work within the Contract Time. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

8.2.4. During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof or be detrimental to the quality of water discharges, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

### **8.3 DELAY**

8.3.1 Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

.1 In order to avoid double counting concurrent Delays, if an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time

shall be the number of days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which the number of Days determined pursuant to Article 8.3.1.2 exceeds the number of Days of the Unexcused Delay.

8.3.2 As a condition precedent to Contractor's right to an extension of Time adjusting the Contract Time and the Contract Sum for Compensable Delay, it must provide written notice to City within seven (7) Days of the date that Contractor learned of the Delay or should have learned of the Delay in exercise of diligence and reasonable care, setting forth:

- (i) A description of the Delay;
- (ii) A statement that the Delay is critical to completion; and
- (iii) The probable effect of the Delay in terms of the number of Days' extension Contractor believes are required to the Contract Time.

It is agreed that the form, content and timeliness of the written notice required by Article 8.3.2 is of the essence to City's ability to adequately monitor the progress of the Work, to differentiate between critical and non-critical Delays, and to prioritize its actions in a manner that is appropriately targeted to mitigate the effect of delays. Accordingly, Contractor agrees that failure to provide written notice in the manner required by Article 8.3.2 shall be conclusively deemed a waiver of the right to an adjustment of the Contract Sum and Contract Time on account thereby, regardless of whether the circumstances of the Delay may have been known or suspected by City or the Construction Manager and that no other form of notice (including, without limitation, meeting minutes, log entries or schedule updates) shall suffice as constituting notice to City in accordance with Article 8.3.2.

8.3.3 For a Compensable Delay, Contractor shall be entitled to an adjustment in the Contract Sum in a daily amount equal to Contractor's per diem amount as stated in the Contract multiplied by the number of Days of extension for Compensable Delay, if any, permitted under the Contract Documents. Such per diem amount shall be Contractor's sole and exclusive right and compensation to cover all costs and damages to Contractor and to its Subcontractors and Sub-subcontractors, of every Tier, for Compensable Delays and all other Claims for costs, acceleration, expenses, Losses, damage or compensation, of any kind, for additional supervision, administration, extended or extraordinary overhead

(direct or home office), additional insurance or bond costs, loss of productivity, inefficiency, labor, wage, material or equipment escalation, or other costs, expenses or damages due to Delay, interruption, hindrance, compression, disruption, or the impact or ripple effect of Delays on the Work, are conclusively waived.

8.3.4 The parties agree that City's exercise of its rights to order Changes, whether or not resulting in Extra Work, regardless of the extent and number of Changes, or to suspend the Work, is within the contemplation of the parties.

8.3.5 The determination of whether a Delay is an Excusable Delay, Compensable Delay or Unexcused Delay shall not be affected by the fact that any earlier Delay occurred, regardless of fault or causation.

8.3.6 All time limits stated in the Contract Documents are of the essence.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.1 SCHEDULE OF VALUES**

9.1.1 Within thirty (30) Days after signing the Contract, but in any event a maximum of ten (10) Days of receipt of the Notice to Proceed, Contractor shall submit to City through the Construction Manager a Schedule of Values reflecting cost breakdown of the Contract Sum in a form approved by the Construction Manager. The Schedule of Values shall itemize as separate line items the cost of each scheduled Work activity and all other costs, including warranties, Record Documents, insurance, bonds, overhead and profit, the total of which shall equal the Contract Sum and shall be made out in a form approved by the Construction Manager. The Schedule of Values, when approved by City, shall become the basis for determining the cost of Work requested on Contractor's Applications For Payment. Contractor shall submit a statement based upon this breakdown, and if required, itemized in such form and supported by such evidence as the Construction Manager may direct, showing Contractor's right to the payment claimed.

### **9.2 PROGRESS PAYMENT**

9.2.1 Subject to City's right of withholding under Article 9.4.2, City agrees to pay to Contractor within thirty (30) Days of receipt of an undisputed and properly submitted Application for Payment an amount equal to ninety-five percent (95%) of the sum of the following:

- (i) Construction Manager's determination of the value, expressed as a percentage of the Contract Sum, of the Work in permanent place that has been tested as of the end of the preceding month.
- (ii) Plus Construction Manager's determination of the value of materials suitably stored but not yet incorporated into the Work, subject to Article 9.3.6.

(iii) Less amounts previously paid.

9.2.2 At any Time after 50% of the Work has been determined by City to be completed, if City determines in its sole discretion that satisfactory progress on the Work is being made, City may, in its sole discretion, make any of the remaining progress payments in accordance with the calculation in Article 9.2.1 based on 100% of City's determination of the value of the Work in place and of stored materials not incorporated.

9.2.3 Progress payments shall not be construed as City's Acceptance of any or all of the Work and shall not be a waiver of any or all rights City has under the Contract Documents.

### 9.3 APPLICATION FOR PAYMENT

#### SPECIAL REQUIREMENTS FOR SUBMITTING PROGRESS PAYMENT

There are 12 applications as indicated in the table below. Contractor must submit **separate** progress payment for each application. Each progress payment shall contain the following information:

Invoice Number

Application Number

UPN number

Date

App No.	UPN	HPSV 50	HPSV 70	HPSV 100	HPSV 150	HPSV 200	HPSV 250	HPSV 310	HPSV 360	HPSV 400	TOTAL
1	356-14-0500620064	1	26	48	20	35	120	0	5	4	259
2	356-14-0500626158	0	0	30	0	19	78	3	0	7	137
3	356-14-0500630802	0	0	16	0	10	35	0	0	0	61
4	356-14-0500624533	0	0	14	0	7	18	0	0	14	53
5	356-14-0500625458	0	0	0	1	0	22	0	0	0	23
6	356-14-0500622333	0	0	0	0	6	14	0	0	5	25
7	356-14-0500619813	0	0	6	0	0	25	0	0	0	31
8	356-14-0500619968	0	0	86	7	50	54	11	0	2	210
9	356-14-0500626253	0	0	29	8	24	57	2	0	0	120
10	356-14-0500626157	0	0	27	0	35	54	7	4	0	127
11	356-14-0500620152	0	0	1	8	85	61	7	0	2	164
12	356-14-0500617471	0	0	0	0	40	21	0	0	0	61
	<b>TOTAL</b>	<b>1</b>	<b>26</b>	<b>257</b>	<b>44</b>	<b>311</b>	<b>559</b>	<b>30</b>	<b>9</b>	<b>34</b>	<b>1271</b>

9.3.1 At the end of each month, Contractor shall submit to City an itemized Application for Payment, requesting payment for Work as of the end of that month that is calculated in accordance with the formula for payment set forth in Article 9.2.1. The Application for Payment shall be prepared:

(i) Utilizing the format as designated by City or the Construction Manager.

(ii) Itemized in accordance with the Schedule of Values.

(iii) Including such data substantiating Contractor's right to payment as City may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Article 9.5, a certification

of the market value of all such securities as of a date not earlier than five (5) Days prior to the date of the Application for Payment.

(iv) Showing itemized amounts for Change Orders, Modifications and retention.

9.3.2 Applications for Payment shall not include requests for payment on account of Changes which have not been authorized by Change Orders or amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by City, an Application for Payment shall be accompanied by all of the following:

(i) A summary showing payments that will be made to Subcontractors covered by such application.

(ii) Conditional waivers and releases of claims and stop notices from Contractor and each Subcontractor and Sub-subcontractor, of every Tier, listed in the current Application for Payment covering sums requested in the current Application for Payment.

(iii) Unconditional waivers and releases of claims and stop notices, from Contractor and each Subcontractor and Sub-subcontractor, of every Tier, listed in the preceding Application for Payment covering sums disbursed pursuant to that preceding Application for Payment.

9.3.4 Contractor warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payment has been received from City, shall be free and clear of all claims, stop notices, security interests and encumbrances in favor of Contractor, Subcontractors, Sub-subcontractors, of every Tier, or other persons or firms entitled to make claims by reason of having provided labor, materials or equipment relating to the Work.

9.3.5 The making of final payment shall constitute a waiver of all Claims by City except those arising from unsettled liens, faulty or Defective Work, failure of the Work to comply with the requirements of the Contract Documents or terms of any special guarantees required by the Contract Documents.

9.3.6 At the sole discretion of City, the Construction Manager may approve for inclusion in Contractor's Application for Payment the cost of materials to be incorporated in the Work but not yet incorporated in the Work and already delivered and suitably stored either at the Site or at some other appropriate location acceptable to City. In such case, Contractor shall furnish evidence satisfactory to City:

(i) Of the cost of such materials.

(ii) That such materials are under the exclusive control of Contractor, or if not, that title to the materials is in City, free of any lien or encumbrance and that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to City to cover any Loss.

Any payment pursuant to this provision shall not be construed as an inspection or acceptance of the materials nor shall it relieve Contractor of its continuing and sole responsibility for the care and protection of such materials nor shall it relieve Contractor from sole responsibility for any loss or damage to the materials from any cause whatsoever nor act as a waiver of the right of City to require strict fulfillment by Contractor with all terms of the Contract Documents.

9.3.7 City shall have the right, in its sole discretion, to make payments of monies owing to Contractor by means of direct payment to Subcontractors or Sub-subcontractors, of any Tier of any unpaid work performed by any Subcontractor or Sub-subcontractor of any Tier, or by joint payment to Contractor and to Subcontractors or Sub-subcontractors, of any Tier. The making of such payments shall not be construed as the assumption of any obligation on the part of City or as creating any contractual relationship between City and any Subcontractor or Sub-subcontractor and shall not relieve Contractor of any of its obligations under the Contract Documents.

#### **9.4 CERTIFICATE FOR PAYMENT**

9.4.1 If Contractor has made an Application for Payment in accordance with Article 9.3, the Construction Manager will, not later than seven (7) Days after the date of receipt of an Application for Payment prepared and submitted in accordance with the Contract Documents, issue to City, with copy to Contractor, a Certificate for Payment in such amount as the Construction Manager determines is due.

If Construction Manager determines that Contractor's Application for Payment has not been properly prepared or submitted, then Construction Manager, within the seven (7) Day period provided for in Article 9.4.1, notify Contractor in writing of the reasons why the Application for Payment is being rejected.

9.4.2 Approval of all or any part of an Application for Payment may be withheld, a Certificate For Payment may be withheld or all or part of a previous Certificate For Payment may be nullified and that amount withheld from a current Certificate For Payment in order to protect City against actual or threatened loss as a result of any of the following:

- (i) Defective Work not remedied.
- (ii) Third-party claims against Contractor or City arising from the acts or omissions of Contractor, Subcontractors, or Sub-subcontractor, of any Tier.
- (iii) Stop notices.

- (iv) Failure of Contractor to make timely payments due Subcontractors for material or labor.
- (v) A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- (vi) Damage to City or Separate Contractor for which Contractor is responsible.
- (vii) Reasonable evidence that the Work will not be completed within the Contract Time.
- (viii) Failure of Contractor to maintain and update As-Built or Record Documents.
- (ix) Failure of Contractor to submit schedules, reports, or their updates as required by the Contract Documents.
- (x) Performance of Work by Contractor without approved Submittals.
- (xi) Liquidated or actual damages assessed in accordance with the Construction Contract.
- (xii) Any other failure of Contractor to perform an obligation under the Contract Documents.

9.4.3 Subject to the withholding provisions of Article 9.4.2 and when any or all of the noted deficiencies or others have been removed, City shall pay Contractor the amount set forth in the Certificate for Payment in accordance with its normal disbursement procedures.

9.4.4 Neither City nor the Construction Manager shall have an obligation to pay or to see to the payment of money to a Subcontractor or Sub-subcontractors, of any Tier, except as may otherwise be required by Law.

9.4.5 Neither a Certificate for Payment nor any payment (progress or final) shall be construed as a waiver of any rights arising from Defective Work.

## **9.5 DEPOSIT OF SECURITIES IN LIEU OF RETENTION AND DEPOSIT OF RETENTION INTO ESCROW**

9.5.1 At the request and expense of Contractor, a substitution of securities may be made as found in the California Government Code, Section 16430, and as authorized by the California Public Contract Code, Section 22300, in lieu of monies retained by City under Article 9.2 to ensure performance under the Contract Documents. Securities equivalent in value to the retention amount required by the Contract Documents for each Certificate For Payment shall be deposited by Contractor with a state or federally chartered bank in the State of California ("Escrow Agent"), which shall hold such securities pursuant to the

escrow agreement referred to in Article 9.5.3 until final payment is due in accordance with Article 9.8. Securities shall be valued as often as conditions of the securities market warrant, but in no case less than once per month. Contractor shall deposit additional securities so that the current market value of the total of all deposited securities shall be at least equal to the total required amount of retention.

9.5.2 Alternatively to Article 9.5.1, and at the request and expense of Contractor, City shall deposit retention directly with the Escrow Agent. Contractor may direct the investment of such deposited retention into interest bearing accounts or securities, and such deposits or securities shall be held by the Escrow Agent upon the same terms provided for securities deposited by Contractor.

9.5.3 A prerequisite to the substitution of securities in lieu of retention or the deposit of retention into escrow shall be the execution by Contractor, City, and the Escrow Agent of an Escrow Contract for Deposit of Securities in Lieu of Retention and Deposit of Retention forms provided by City. The terms of such escrow agreement are incorporated into the requirements of Article 9.5.

9.5.4 Release of funds or securities from escrow shall be made with Contractor's final payment.

## **9.6 BENEFICIAL OCCUPANCY**

9.6.1 City reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work, at any time prior to issuing the Certificate of Substantial Completion, upon thirty (30) Days notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

.1 City, Design Consultant and Construction Manager will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected prior to Substantial Completion.

.2 Beneficial Occupancy by City shall not be construed by Contractor as Acceptance by City of that portion of the Work which is to be occupied. City may, however, at its sole option, relieve Contractor of Contract requirements to protect Work being beneficially occupied by City where such relief is specifically designated by City in writing.

.3 Beneficial Occupancy by City shall not constitute a waiver of existing Claims of City or Contractor against each other.

.4 Contractor shall provide, in the areas beneficially occupied and on a continual basis (if required), utility services, heating, and cooling for systems which are in operable condition at the time of Beneficial Occupancy. All responsibility for the operation and maintenance of equipment shall remain with Contractor while the equipment is so

operated. Contractor shall submit to City an itemized list of each piece of equipment so operated with the date operation commences.

.5 The Guarantee to Repair Periods, as defined in Article 12.2, will commence upon the first dates of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.

.6 City shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

.7 City shall pay all utility costs which arise out of the Beneficial Occupancy.

.8 Contractor shall not be responsible for providing security in areas beneficially occupied.

.9 City shall use its best efforts to prevent its Beneficial Occupancy from interfering with the conduct of Contractor's remaining Work.

.10 Contractor shall not be required to repair damage caused by City in its Beneficial Occupancy.

.11 Except as provided in Article 9.6, there shall be no added cost to City due to Beneficial Occupancy.

.12 Contractor shall continue to maintain all insurance required by the Contract in full force and effect.

## **9.7 SUBSTANTIAL COMPLETION**

9.7.1 When Contractor gives notice to City that the Work, or portion thereof designated by City for separate delivery, is Substantially Complete, unless City determines that the Work or designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, City will inspect the Work, or such designated portion thereof, and prepare and give to Contractor a comprehensive list of items, if any, to be completed or corrected before establishing Substantial Completion. Contractor shall promptly proceed to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. City will then make a further inspection to determine whether the Work or such designated portion thereof is Substantially Complete. If City's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

9.7.2 When City determines that the Work or such designated portion thereof is Substantially Complete, City will prepare a Certificate of Substantial Completion on City's form, which when signed by City shall establish the date of Substantial Completion and the responsibilities of City and Contractor for security, maintenance, heat, utilities, insurance, completion of minor items and correction or repair of the Work or such designated portion thereof. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work (which is defined in Article 12.2.1), or such designated portion thereof covered by the Certificate of Substantial Completion, excluding any systems provided by Separate Contractors which are not yet fully operational or accepted by City, shall commence on the date of Substantial Completion of the Work or such designated portion thereof. The Guarantee To Repair Period for systems which become fully operational or Accepted subsequent to Substantial Completion will begin on the later of the date they are operational or Acceptance of the Project by City.

## **9.8 FINAL COMPLETION AND FINAL PAYMENT**

9.8.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, City will make such inspection. City will file a notice of completion within ten (10) Days after Acceptance by City. After receipt of the Final Application for Payment, if City determines that Final Completion is achieved, City will issue a Certificate for final payment.

9.8.2 Without limitation to any other provisions of the Contract Documents, before final payment for Work under this Construction Contract is authorized, the Work has been completed in accordance with the Contract Documents and all applicable standards of care and the following requirements of the Contract Documents must be fulfilled by Contractor:

- (i) The submittal of an Application for Final Payment, together with supporting documentation, as required by Article 9.3.
- (ii) Completion and delivery by Contractor to City of all required written guarantees, warranties, operation and maintenance manuals, As-Built Documents and other Record Documents and such other documents as required by the Contract Documents.
- (iii) Delivery by Contractor to City of an affidavit, signed under penalty of perjury, stating that all workers and persons employed, all firms supplying the materials, and all Subcontractors and Sub-subcontractors, of every Tier, have been paid in full; and that there are no bills outstanding against the Work for either labor or materials, except certain items, to be set forth in such affidavit covering disputed claims or items in connection with which notices to withhold have been filed under the provisions of the statutes of the State of California.
- (iv) Completion of all construction work in a manner acceptable to City.

(v) Submission of conditional releases of claims and stop notices upon final payment from Contractor and its Subcontractors and Sub-subcontractors, of every Tier, with no reservation of rights for disputed claims or amounts. Contractor shall pay or cause to be paid to Subcontractors and Sub-Subcontractors, of every Tier, the amount stated in the conditional releases within five (5) Days after receipt of the final payment, and shall promptly thereafter furnish evidence of such payment to City.

9.8.3 Acceptance of final payment by Contractor shall constitute a waiver of all Claims, except those previously made in writing and identified by Contractor as unsettled at the time of the Application for Final Payment.

9.8.4 City shall have the right, in its sole discretion, to make payment of amounts retained from progress payments on the Work of any Subcontractor at any time prior to Final Completion. The making of such early payment of retention shall not be construed as creating any obligation on the part of City nor shall it relieve Contractor of any of its obligations under the Contract Documents.

## **ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the performance of the Construction Contract, including safety of all persons for the duration of the Work, on a 24-hour day, 7-day week basis.

10.1.2 Prior to the start of construction, Contractor shall submit to City a copy of Contractor's safety program for the Project. A copy of this program shall be maintained on Site at all times. The safety program shall include, at a minimum:

- (i) Management policy, illness and injury prevention program (as described below).
- (ii) Safety meetings.
- (iii) Accident investigation.
- (iv) Basic accident causes.
- (v) Safety inspection check list.
- (vi) Fire prevention and control.
- (vii) Report forms.
- (viii) Employee safety manual.

10.1.3 Prior to the start of construction, Contractor shall submit to City a copy of an illness and injury prevention program as required by law. This program must be submitted prior to issuance by City of Notice to Proceed. It must include provisions for Contractor reviewing and monitoring all Subcontractor safety programs.

## **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 Precaution shall be exercised at all times for the protection of persons and property. Contractor shall have available at the Site, copies or suitable extracts of "Construction Safety Orders" and "General Industrial Safety Orders" issued by the State Division of Industrial Safety. Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

10.2.2 Contractor shall immediately respond to notice from City of unsafe conditions, shall take adequate precautions for safety of persons on the Site, and shall provide adequate protection to prevent injury or Loss to the following:

- (i) Employees involved in the Work and other persons who may be affected thereby.
- (ii) The Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of Contractor, Subcontractors, or Sub-subcontractors.
- (iii) Other property at the Site and adjoining property(ies).

10.2.3 Contractor shall promptly remedy damage and Loss (other than damage or Loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by Contractor or its Subcontractors or Sub-subcontractors, of any Tier, or anyone for whose acts they may be liable and for which Contractor is responsible. An exception is Loss attributable to acts of the Construction Manager, City or Design Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor or its Subcontractors or Sub-subcontractors, of any Tier.

10.2.4 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.5 When use or storage of hazardous materials, equipment, or unusual methods are necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.6 Contractor shall be required to provide at the Site a member of Contractor's organization, typically the Superintendent, whose responsibility it shall be to provide

instruction to persons present on the Site about prevention of accidents and overall jobsite safety. If Contractor has another individual responsible for these activities, Contractor shall notify City in writing.

10.2.7 Contractor shall be responsible for locating, providing, and coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load/store or permit any part of the Work on the Site to be loaded/stored so as to endanger the safety of persons or property.

10.2.8 Contractor shall protect its materials and the Work from damage in a manner satisfactory to City and shall make good, without charge to City, all damage due to negligence in providing proper protection.

10.2.9 Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to the Work, building materials, equipment, temporary field offices, storage sheds and public and private property.

10.2.10 Contractor shall not permit the possession or use of alcohol or controlled substances on the Site.

10.2.11 Explosives may be used only when authorized in writing by City. Explosives shall be handled, used and stored in accordance with applicable regulations.

### **10.3 EMERGENCIES**

In an emergency affecting the safety of persons or property, Contractor shall immediately act to prevent or minimize damage, injury or loss. Contractor shall immediately notify the Construction Manager and City, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation, of the occurrence of such an emergency and Contractor's action.

## **ARTICLE 11 – INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S INSURANCE**

11.1.1 Prior to commencing the Work, Contractor shall procure and maintain at Contractor's own cost and expense, insurance as required in the Construction Contract between Contractor and City against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work by Contractor, its Subcontractors or Sub-subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

### **11.2 BOND REQUIREMENTS**

11.2.1 Within ten (10) Days after the issuance of the Notice of Award and prior to commencing Work on the Project, Contractor shall file with City good and sufficient Labor

and Material Payment and Performance Bonds each in the amount of 100% of the Contract Sum. The bonds shall be signed by both Contractor and Surety and properly notarized on the City's forms or such other forms as required by City. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of Article 11.2. No further payments to Contractor for Work performed shall be made or due until Contractor has fully complied with the requirements of Article 11.2.

11.2.2 The Payment Bond shall remain in effect until Acceptance of the Work and payment of all Claims by Contractor, Subcontractors, or Sub-subcontractors, of any Tier, have been satisfied. The Performance Bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive Final Completion or termination, such as, but not limited to. Contractor's warranty and indemnity obligations.

11.2.3 Contractor shall promptly furnish such additional security as may be required by City to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

11.2.4 Surety companies used by Contractor shall be, on the date the Contract is signed by City and at all times while the bonds are in effect, either California Admitted Sureties or listed in the latest published United States Treasury Department list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies and either have a current A.M. Best A VIII rating or be an admitted surety that meets the requirements of the California Code of Civil Procedure, Section 995.660.

11.2.5 The premiums for all Bonds are included in the Contract Sum and shall be paid by Contractor.

11.2.6 The bonds shall name City as obligee.

11.2.7 Change Orders, Field Orders, Modifications, Changes in the Work and adjustments in the scope of Work Contract Sum or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

11.2.8 City and the Construction Manager shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Contractor shall be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between City or the Construction Manager and any such surety.

11.2.9 In the event of a significant (15% or more) increase in Contract Sum, replacement bonds totaling the new Construction Contract amount may be required by City.

## **ARTICLE 12 – DEFECTIVE WORK**

### **12.1 UNCOVERING OF WORK**

12.1.1 If a portion of the Work is covered contrary to City's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by City, be uncovered for City's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

12.1.2 If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which City has not specifically requested to observe prior to its being covered, City may request to see such Work and it shall be uncovered and replaced by Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract Sum by Change Order; and if the uncovering and replacing of the Work extends the Contract Time, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Sum.

### **12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

12.2.1 Besides guarantees required elsewhere, Contractor shall guarantee in writing all Work for a period of one (1) year. This guarantee termed "Guarantee To Repair Period," is a period of one (1) year, unless a longer period of time is specified in the Special Provisions and Technical Specifications, commencing as follows:

- (i) For any Work not described as incomplete in the Certificate of Substantial Completion, on the date of Substantial Completion.
- (ii) For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion pursuant to Article 9.6, from the first date of such Beneficial Occupancy or actual use, as established an appropriate written authorization for Beneficial Occupancy.
- (iii) For all Work other than (i) or (ii) above, from the date of filing of notice of completion pursuant to Article 9.8.

12.2.2 Contractor shall (i) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (ii) replace, repair,

or restore to City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work, without any expense whatsoever to City. City will give notice of observed Defective Work with reasonable promptness, and Contractor shall promptly commence such correction, replacement, repair or restoration upon notice from City, but in no case later than seven (7) Days after receipt of such notice. Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration and all Losses resulting from such Defective Work, including additional testing, inspection and compensation for City's or City's services and expenses. Contractor shall perform corrective Work at such times that are acceptable to City and in such a manner as to avoid, to the extent practicable, disruption to City's activities. Ordinary wear and tear, unusual abuse or neglect are excepted from this guarantee. Contractor shall notify City upon completion of repairs.

12.2.3 If immediate correction of Defective Work is required for life safety or the protection of property or, if in the opinion of City, Defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further Loss to City or to prevent interruption of operations of City, City will attempt to give immediate notice to Contractor. If Contractor cannot be contacted or does not comply with City's request for correction within a reasonable time as determined by City, City or Separate Contractors under City's direction, may, notwithstanding the provisions of this Article, proceed to make such corrections or provide such attention; and the costs of such correction or attention shall be charged against Contractor. Such action by City will not relieve Contractor of the guarantees provided in this Article or elsewhere in the Construction Contract. Contractor shall replace, repair or restore to City's satisfaction any other parts of the Work and any other real or personal property, which is damaged or destroyed as a result of such Defective Work or the correction of such Defective Work.

12.2.4 Contractor shall promptly remove from the Site those portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by City.

12.2.5 If Contractor fails to commence correction of Defective Work within seven (7) Days after notice from City or fails to diligently prosecute such correction to completion, City may correct the Defective Work in accordance with Article 2.4; and, in addition, City may remove the Defective Work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Articles 12.2.4 and 12.2.5 within seven (7) Days after written demand, City may, without prejudice to other remedies, sell such materials at auction or at private sale or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is liable to City, including compensation for City's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to City, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the

remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to City.

12.2.7 Contractor's obligations under this Article are in addition to and not in limitation of its warranty under Article 3.5 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies City may have under the Contract Documents or at law or in equity for Defective Work. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents, which may be longer specified periods. Establishment of the Guarantee To Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

### **12.3 ACCEPTANCE OF DEFECTIVE WORK**

12.3.1 Notwithstanding the provisions of Article 12.2 of these General Conditions, City shall have the option, at its sole discretion and by notice to Contractor, to accept Defective Work instead of requiring its removal or correction, in which case the Contract Sum shall be reduced by an amount equal to the difference between the value to City the Work would have had were it complete, correct and in conformity with the Contract Documents and the value to City of such Defective Work. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by City or Construction Manager. If there are no remaining payments of the Contract Sum to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Contractor shall promptly pay to City the amount of any such deficiency.

## **ARTICLE 13 – STATUTORY REQUIREMENTS**

### **13.1 NONDISCRIMINATION/EQUAL OPPORTUNITY**

13.1.1 For purposes of this Article, the term Subcontractor shall not include suppliers, manufacturers, or distributors, except those who will actually perform work on the Site.

13.1.2 Contractor shall comply and shall ensure that all Subcontractors comply with the California Government Code, Section 12900, and the applicable sections that follow

13.1.3 Contractor agrees as follows during the performance of the Work:

.1 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in the California Government Code, Section 12926), marital status, or citizenship.

All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, local custom, habit, sexual orientation, handicap, veteran's status, medical condition (as defined in the California Government Code, Section 12926), marital status, or citizenship. Such equal treatment shall apply, but not be limited to:

- (i) Employment, upgrading, demotion, or transfer.
- (ii) Recruitment or recruitment advertising.
- (iii) Layoff or termination.
- (iv) Rates of pay or other forms of compensation.
- (v) Selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the Notice of Equal Employment Opportunity (EEO) setting forth this provision.

.2 Contractor shall send to each labor union, with which it has a collective bargaining agreement or other contract or understanding, the letter of Concurrence and the Notice of Equal Employment Opportunity (EEO) advising them of Contractor's commitments under this provision; and Contractor shall post copies of the Notice of Equal Employment Opportunity (EEO) in conspicuous places available to employees and applicants for employment. The Notice of Equal Employment Opportunity (EEO) shall be in English and other applicable languages.

.3 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by City or any appropriate City of the State of California designated by City for the purposes of investigation to ascertain compliance with this provision. The outcome of the investigation may result in the following:

- a. A finding of willful violation of the provisions of this Construction Contract or of the Fair Employment Practices Act may be regarded by City as either of the following:
  - (i) A basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids.
  - (ii) A basis for refusing to accept or consider the bids of Contractor for future contracts.
- b. City may deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has done both of the following:

(i) Investigated and determined that Contractor has violated the Fair Employment Practices Act.

(ii) Issued an order under the California Government Code, Section 12970, or obtained an injunction under the California Government Code Section 12973.

c. Upon receipt of such written notice from the Fair Employment Practices Commission, City may notify Contractor that, unless it demonstrates to the satisfaction of City within a stated period that the violation has been corrected, Contractor's bids on future projects will not be considered.

.4 Contractor agrees that, should City determine that Contractor has not complied with this provision, Contractor shall forfeit to City, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in Article 13.3 for violation of prevailing wage rates. Such penalty amounts may be recovered from Contractor; and City may deduct any such penalty amounts from the Contract Sum.

.5 Nothing contained in this provision shall be construed in any manner so as to prevent City from pursuing any other remedies that may be available at law.

.6 Contractor shall meet the following standards for affirmative compliance and provide City with satisfactory evidence of such compliance upon City's request, which shall be evaluated in each case by City:

a. Contractor shall notify its Superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereunder.

b. Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Department of Employment) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the Notice of Equal Employment Opportunity (EEO).

c. Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that:

(i) Define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training.

(ii) Implement an affirmative nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.

d. Contractor shall notify City of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms or organizations during the term of the Contract.

.7 Contractor shall include the provisions of the foregoing Articles 13.1.3.1 through 13.1.3.6 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

## **13.2 STATE LABOR LAW**

13.2.1 Contractor, its agents, and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the Work.

13.2.2 Contractor shall strictly adhere to the provisions of the Labor Code regarding the employment of apprentices; minimum wages; payment of wages; alien labor, the eight-hour day; overtime, Saturday, Sunday and holiday work; registration with the Department of Industrial Relations to maintain eligibility to work on public works; and nondiscrimination because of race, color, national origin, age, marital status, sexual orientation, disability, sex or religion. Contractor shall forfeit to City the penalties prescribed in the Labor Code for violations.

13.2.3 In accordance with the provisions of the Santa Monica Municipal Code, Chapter 7.28, City has ascertained that the general prevailing rate of wages and employer payments for health and welfare, vacation, pensions, and similar purposes applicable to the locality in which the Work is to be done are as set forth in that certain document entitled, "Prevailing Wage Scale," as indicated in the California Labor Code Part 7, Chapter 1 – Article 2, as determined by the Director of Industrial Relations. Applicable Prevailing Wage Rates and related information not listed are to be obtained from the State of California by Contractor. Contractor shall post a copy of applicable exhibits/wage rates at each Site. Contractor to whom the Construction Contract is awarded and any Subcontractor agree to pay wages and benefits not less than said specified rates to all workers employed by them in the execution of the Construction Contract. A person or concern who fails to do so shall be subject to withholding of contract payments equal to the underpayment of required wages and benefits and subject to the penalties provided for in the California Labor Code, Section 1775. Contractor and each Subcontractor shall prepare and certify their payrolls on forms satisfactory and in accordance with instructions to be furnished by City.

13.2.4 In accordance with the Labor Code, prevailing wage rate determinations for the work to be done on this Project are maintained by the City.

13.2.5 In the event there is a determination that Contractor is in violation of prevailing wage requirements, Contractor shall reimburse City for all investigative costs incurred in addition to any other remedies provided under the Contract Documents.

**13.3 PAYROLL RECORDS**

13.3.1 Contractor and all Subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey worker, apprentice worker, or other employee employed in connection with the Work. All payroll records shall be certified as being true and correct by Contractor or Subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative upon request.

.2 A certified copy of all Contractor and Subcontractor payroll records shall be made available for inspection upon request to City, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations. A certified copy of all payroll records shall be furnished to City or its representatives upon request.

.3 A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of Contractor or Subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public entity by City 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 Contractor awarded the Construction Contract or performing the Construction Contract shall not be marked or obliterated.

.4 As of April 1, 2015: contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner (State of California, Division of Labor Standards Enforcement).

13.3.2 Contractor and all Subcontractors shall file a certified copy of the payroll records with the entity that requested the records within ten (10) Days after receipt of a written request. Contractor shall inform City of the location of such payroll records for the Project, including the street address, city, and county; and Contractor shall, within ten (10) days, provide notice of change of location of such records. In the event of noncompliance with the requirements of Article 13.3 or with the California Labor Code Section 1776, Contractor and its Subcontractors shall have ten (10) Days in which to comply following receipt of a notice specifying in what respects Contractor must comply. Should non-compliance still be evident after the ten (10) Day period, Contractor shall forfeit to City, as a penalty, one hundred dollars (\$100.00) for each Day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be

deducted from the Contract Sum. Contractor shall include stipulations in all of its subcontracts to ensure that Subcontractors comply with Section 13.3.

#### **13.4 APPRENTICES**

13.4.1 Attention is directed to the California Labor Code, Sections 1777.5, 1777.6, and 1777.7 and the California Code of Regulations, Title 8, Section 200, and the applicable sections that follow. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, Contractor or Subcontractors should, where some question exists, contact the State of California Division of Apprenticeship Standards prior to commencement of the Work. Responsibility for compliance with these requirements lies with Contractor.

#### **13.5 WORK DAY**

13.5.1 Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) Day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to City, as a penalty, fifty dollars (\$50.00) for each worker employed in the execution of this Construction Contract by 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 (1) Day and forty (40) hours in any one (1) calendar week in violation of the terms of this provision or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each Day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of City, its officers and agents, and to the inspection of the appropriate enforcement agency or representative and the State of California.

### **END OF GENERAL CONDITIONS**



## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Santa Monica, by motion adopted \_\_\_\_\_, 2016, has awarded to **Name of Contractor/Consultant** (hereinafter designated as the "Principal") a Contract for **Name of Project** ("Contract"); and

WHEREAS, Principal is required by the Contract to furnish a good and sufficient payment bond to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW THEREFORE, we **Name of Contractor/Consultant**, as Principal, and, **Name of Surety**, as Surety, are held and firmly bound unto the City of Santa Monica (hereinafter called the "City") and all contractors, subcontractors, laborers, materialmen and all other persons employed in the performance of the Contract and referred to in the aforesaid portion of the Civil Code, in the sum of **Written** Dollars (**\$Numeric**), for materials and equipment furnished and labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect thereto, and that said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the Court, awarded and taxed as costs and included in the judgment therein rendered.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082 of Part 4 of Division 4 of the California Civil Code) so as to give a right of action to them or their assigns in any suit upon this bond.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder shall in any way affect its obligations on this bond and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract or of work to be performed thereunder.

The obligations set forth herein shall be binding upon Surety and its heirs, executors, administrators, successors, and assigns, jointly and severally.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the \_\_\_\_\_ day of \_\_\_\_\_, 20**16** the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By



## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Santa Monica, by motion adopted **Date**, 200#, has awarded to **Name of Contractor/Consultant** (the "Principal"), with its principal office in the City of **Name of City**, State of **Name of State**, a Contract for **Name of Project** ("Contract"), including without limitation all incorporated documents, exhibits and other documents defined for the Contract as the "Contract Documents" for the Project, the Contract being hereby incorporated into this bond and by this reference made a part hereof;

WHEREAS, said Principal is required by the Contract to furnish a bond for the faithful performance of the Contract;

NOW THEREFORE, we **Name of Contractor/Consultant**, as Principal, and **Name of Surety**, as Surety ("Surety") are held and firmly bound unto the City of Santa Monica (hereinafter called "City), in the sum of **Written** Dollars (**\$Numeric**) for the payment whereof we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, and Principal's heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract (including without limitation any change,, modification or alteration thereof or in the work to be performed thereunder), which obligations include without limitation any warranty or indemnity obligations under the Contract, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder shall in any way affect its obligations on this bond and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract or of work to be performed thereunder.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the **##** day of **Month**, 200#, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

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Principal

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By

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Surety

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By

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**SECTION 01000 - GENERAL REQUIREMENTS**

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**1.1 USE OF THE PROJECT SITE AND CLEAN UP.**

- A. The Contractor's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all time. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.
- B. Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; services stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed.
- C. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 300 feet, shall be maintained unless otherwise approved by the Engineer. Vehicular access to residential driveways shall be maintained.
- D. Construction materials and equipment shall not be stored in the public right-of-way.
- E. Contractor shall notify the City of Santa Monica if the adjacent property and utilities may be affected by prosecution of the Work.
- F. When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, Contractor shall give notices sufficiently in advance, but not less than 2 weeks, to enable the affected persons to provide for their needs. Notices shall conform to any and all applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.
- G. Sufficient time shall be allowed so that utilities and other concerned agencies can be notified at least 48 hours prior to excavating streets or other traffic areas or excavating near underground utilities or pole lines.
- H. Unless otherwise authorized, work shall be performed in only one-half the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.
- I. The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

1.2 COMMENCEMENT OF THE WORK

- A. Construction work shall be performed between the hours of 8:00 AM to 6:00 PM, Monday through Friday. No work shall be performed on Saturdays without prior authorization. If Saturday work is authorized, work shall be performed between 9:00 AM to 5:00 PM.
- B. Construction work is not allowed: (1) before 8 a.m. or after 6 p.m. on Monday through Friday; (2) before 9 a.m. or after 5 p.m. on Saturday; (3) all day on Sunday; (4) all day on New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- C. A permit may be issued authorizing construction activity during the times prohibited by this Section whenever it is found to be in the public interest. The person obtaining the permit shall provide notification to persons occupying property within a perimeter of five hundred feet of the site of the proposed construction activity prior to commencing work pursuant to the permit. The form of the notification shall be approved by the City and contain procedures for the submission of comments prior to the approval of the permit. Applications for such permit shall be in writing, shall be accompanied by an application fee and shall set forth in detail facts showing that the public interest will be served by the issuance of such permit. No permit shall be issued unless the application is first approved by the Director of Public Works, the Building Officer, the Chief of Police and the Director of Planning and Community Development.

1.3 SAFETY OF PERSONS AND PROPERTY (NOT USED)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01000

**SECTION 01100 - SUMMARY**

**PART 1 - GENERAL**

**1.1 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Description: The project would entail the replacement of existing High Pressure Sodium (HPS) street lighting luminaires with Light Emitting Diode (LED) street lighting luminaires throughout the City of Santa Monica. All replacement luminaires used on this project shall be from one manufacturer and shall be uniform throughout the project.
- B. Project Location: Various locations in the City of Santa Monica as follows:
- C. The work consists of but is not limited to:
  - 1. Remove and replace existing High Pressure Sodium (HPS) street light luminaires with Light Emitting Diode (LED) street light luminaires.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION 01100**

**SECTION 01140 - WORK RESTRICTIONS**

PART 1 – GENERAL

1.1 RESTRICTIONS

- A. Contractor shall submit work sequencing and phasing plan to the Engineer for approval prior to starting any field work. All construction work shall be done in conformance with phasing plan.
- B. The Contractor shall work on one location/Project at a time and complete all work associated with that location/Project, before beginning construction at the next location/Project unless otherwise approved by the Engineer.
- C. The existing street light system shall be maintained in effective operation by the Contractor during the progress of the work.
- D. The Contractor can occupy only one side of the street - two blocks at the time. Subsequently, after one block is finished the Contractor can move to the next block unless approved by the Engineer.

1.2 PUBLIC NOTICING (NOT USED)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

## SECTION 01210 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.

#### 1.2 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Construction Manager for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and other related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins as specified in General Provisions.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

### PART 2 - PRODUCTS (Not Used)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.2 SCHEDULE OF ALLOWANCES

Allowances shall be as specified in Section 01270 – Unit Prices.

END OF SECTION 01210

## SECTION 01270 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. Unit price is a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. When an item of work is designated as a Final Pay Quantity in the list of unit prices and/or shown as (F) on the Bid Form, the estimated quantity for that item of work shall be the **final pay quantity**, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.
- C. The estimated quantity for each item of work designated as (F) on the Bid Form shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.
- D. In case of discrepancy between the quantity shown on the Bid Form for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown on the Bid Form.
- E. The Contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. No compensation will be made in any case for loss of anticipated profits.

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### 1.2 PROCEDURES

- A. All work to be paid for at a contract price per unit of measurement will be measured by the Engineer in accordance with the U.S. Customary units of measurement.
- B. Whenever pay quantities of material are determined by weighing, the scales shall be operated by a weighmaster licensed in conformance with the requirements in the California Business and Professions Code, Division 5, Chapter 7. The Contractor shall furnish a Public weighmasters certificate or certified daily summary weigh sheets. A representative of the City may, at the discretion of the Engineer, be present to witness the weighing and to check and compile the daily record of the scale weights.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 LIST OF UNIT PRICES

##### A. **Item No. 1-9**

**Description:** Remove existing cobrahead luminaire and photoelectric unit and replace with new equivalent LED Street Light Luminaire and photoelectric unit as indicated

**Measurement:** The quantity of remove and replace street light luminaire, photoelectric unit and other associated work will be paid for as units determined from actual count.

**Payment:** The contract unit price paid for remove and replace street light luminaire, photoelectric unit and other associated work shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing, modifying, or removing the street light luminaire as specified in these technical specifications, and as directed by the Engineer, including any necessary traffic control; salvaging existing materials; and making all required tests. Full compensation for all additional materials and labor, not specified, which are necessary to complete the installation, shall be considered as included in the unit prices paid, and no additional compensation will be allowed therefor.

##### B. **Item No. 10**

**Description:** Allowance for traffic control plans prepared by a traffic engineer registered in the State of California.

**Measurement:** Traffic control plans to be provided will be paid for as described in section 01210 – Allowances of the Technical Specifications.

**Payment:** The contract price paid for traffic control plans shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in providing traffic control plans as specified in these technical specifications, and as directed by the Engineer. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary, shall be

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considered as included in the lump sum price paid, and no additional compensation will be allowed therefor.

END OF SECTION 01270

**SECTION 01770 - RECORD DOCUMENTS**

**PART 1 - GENERAL**

1.1 PROJECT RECORD DOCUMENTS – “AS-BUILT CONSTRUCTION PLANS” (NOT USED)

1.2 WARRANTIES

- A. Submittal Time: Submit written warranties for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties of the Work that is completed.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Special Provisions and Technical Specifications (SPTS).
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01770

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**SECTION 02231 - ROOT PRUNING AND TREE PROTECTION**

PART 1: GENERAL

- 1.1 RELATED DOCUMENTS: The General Contract Conditions and Division - 1 Specification sections apply to Work of this section.

PART 2: PRODUCTS - Not Used

PART 3: EXECUTION – Not Used

## SECTION 02761 – TEMPORARY TRAFFIC CONTROL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Temporary Traffic Control shall consist of furnishing, installing, maintaining and removing temporary traffic handling devices including construction area signs, flashing arrow signs, portable delineators, barricades, telescoping flag trees, traffic cones and other traffic handling equipment and devices in accordance with the Caltrans Traffic Manual; California Manual on Uniform Traffic Control Devices (MUTCD); Work Area Traffic Control Handbook (WATCH); California Manual of Temporary Traffic Controls for Construction and Maintenance Work Zones; California Vehicle Code; and City of Santa Monica Municipal Code.
- B. The cost for Temporary Traffic Control shall be considered included in the contract price paid for by various items of work requiring temporary traffic control.
- C. The Contractor shall conduct his operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work than can prosecute properly with due regard to the rights of the public.
- D. If required by the Engineer, the Contractor shall provide temporary traffic control plans in accordance with the City of Santa Monica's Transportation Management Division requirements. The plans shall be prepared by a Civil or Traffic Engineer registered in the State of California. The cost of preparing temporary traffic control plans shall be authorized by the Engineer in accordance with Section 01210 – Allowances and Section 01270 – Unit Prices of these specifications.

### PART 2 - PRODUCTS

#### 2.1 USE OF TRAFFIC LANES

- A. All temporary traffic delineation used shall be either eighteen inches (18") tall minimum height traffic cones or twenty-four inches (24") tall minimum height traffic delineators
- B. Use of "lighted arrow boards" and illuminated traffic delineators will be required during the hours of darkness or inclement weather.

### PART 3 – EXECUTION

#### 3.1 USE OF TRAFFIC LANES

- A. Delineation shall be smooth.
- B. When vehicular traffic is moved out of its normal path due to a partial or complete lane closure, a taper (or transition) must always be provided for a smooth and safe lane change. The taper or transition length depends upon the offset and speed at the work area.

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- C. Traffic delineators or cones shall be spaced at fifteen foot (15') intervals in the transition areas where traffic is being shifted and not more than twenty foot (20') intervals at other locations unless otherwise specified.
- D. A traffic lane's minimum width is ten feet (10') clear. "Clear" means the distance between the cone or delineator bases, not their centers.
- E. Complete lane closures are required if the partially closed traffic lane is less than ten feet (10') and require a separate permit from the City of Santa Monica Transportation Management Division

### 3.2 USE OF ALLEYS

- A. An eleven foot (11') wide traffic lane must be maintained in alleys for fire trucks at all times unless approval is given for a complete alley closure.
- B. A loading area for all delivery vehicles shall be provided directly adjacent to the delivery site that does not encroach into the eleven foot (11') wide traffic lane.
- C. The Contractor must notify all impacted businesses and residents a minimum of seventy-two (72) hours in advance of proposed work activities in alleys.
- D. Appropriate signs along the alley at each entrance point (cross streets, driveways, and parking areas, etc.) shall be provided in addition to signs at the work area, barricades, flagmen, or other warning devices.
- E. Special signs for affected parking stalls/garages, and for traffic entering the alley if the one-way alley is closed off at the work area (temporarily converted to two-way traffic) shall be provided.

### 3.3 USE OF SIDEWALKS

- A. The Contractor shall maintain a minimum four foot (4') wide pedestrian walkway, if work activities encroach into existing walkways.
- B. Temporary walkways shall not encroach into any traffic lanes. However, they may be allowed to encroach into the curb parking lanes, if approved.
- C. Signs shall be placed in accordance with the sign posting guidelines for sidewalk closure published by the City's Transportation Management Division.

### 3.4 USE OF CURB PARKING LANE

- A. The use of curb parking lanes for the storage of equipment, materials, dumpsters, or any other activities is subject to the approval of the Transportation Management Division and Public Works Division.

### 3.5 USE OF RED ZONES

- A. The use of red zones is prohibited unless special circumstances warrant their use and specific authorization is given by the City Parking and Traffic Engineer.
- B. If the use of a red zone results in the temporary relocation of a bus stop, the Contractor is required to make all necessary arrangements with the appropriate bus company (MTA or Santa Monica Municipal Bus Lines) to relocate the bus stop bench, install special signs, etc.

### 3.6 USE OF PARKING SPACES

- A. Temporary "NO PARKING" signs provide the means to prohibit vehicles from blocking a work area.
- B. Temporary "NO PARKING" signs must be purchased at the Transportation Management Division Office.
- C. The sign-posting instructions are as follows:
  - 1) The day, date and effective hours must be written on the black background of each sign that is posted.
  - 2) The sales receipt number must be written in the upper right-hand corner of the white background (adjacent to the word "NO") of each sign posted.
  - 3) Temporary "NO PARKING" signs must be posted by the Contractor and inspected by the Santa Monica Police Department a minimum of twenty-four (24) hours prior to the date and time they are to take effect (per California Vehicle Code Section #22651M).
  - 4) The Contractor shall contact the Santa Monica Police Department Parking Enforcement Office at (310) 458-8466, Monday through Friday, 7:30 A.M. to 6:00 P.M. IMMEDIATELY AFTER THE SIGNS ARE POSTED. THE POLICE DEPARTMENT CHECKS TO SEE THAT THE SIGNS ARE PROPERLY POSTED.
  - 5) Temporary "NO PARKING" signs shall not cover or obscure existing signs or parking meters.
  - 6) Temporary "NO PARKING" sign maintenance is the responsibility of the Contractor.

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- 7) All signs must be removed upon completion of the project by the Contractor. Signs which are not removed will be removed by City crews and a charge will be made against the Contractor.

D. Prohibiting Parking at Metered Spaces

- 1) Each meter post must have one temporary "NO PARKING" sign posted and inspected as described above. Permission to use metered parking spaces may be obtained from the Transportation Management Division Office after submitting the appropriate permits, any written authorization required, and a list of the meters to be used. Individual parking meter numbers are stamped on metal tags on the parking meters

END OF SECTION 02761

**SECTION 16010 – BASIC ELECTRICAL REQUIREMENTS**

**PART 1 – GENERAL**

**1.1 Regulations and Code**

- A. All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), the Underwriters' Laboratories Inc. (UL), the Electrical Testing Laboratories (ETL), the National Electrical Testing Association, Inc. (NETA), or the Electronic Industries Association (EIA), wherever applicable. In addition to the requirements of the plans, these specifications, and the special provisions, all materials and workmanship shall conform to the requirements of the National Electrical Code, hereinafter referred to as the Code; California Administrative Code, Title 8, Subchapter 5, Electrical Safety Orders; Rules for overhead Electrical Line Construction, General Order No. 95 of the Public Utilities Commission; Standards of the American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI); the Insulated Power Cable Engineers Association; and any local ordinances which may apply.

**1.2 Maintenance of Existing Systems**

- A. Existing electrical systems, or temporary replacements thereof, shall be maintained in effective operation by the Contractor during the progress of the work unless authorized by the Engineer.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 16010**

**SECTION 16050 - MATERIALS AND INSTALLATION**

**PART 1 – GENERAL**

- 1.1 EXCAVATING AND BACKFILLING (NOT USED)
- 1.2 REMOVING AND REPLACING IMPROVEMENTS (NOT USED)
- 1.3 SAFETY PRECAUTIONS
  - A. Prior to starting work on existing series street light circuits, Contractor must obtain daily safety circuit clearance from the City.
  - B. No work will be allowed without first posting approved "NO PARKING" signs in the work area 48 hours prior to starting work, as directed by the Traffic Engineer of the City's Transportation Management Division.
- 1.4 INSPECTION
  - A. All material shall be subject to inspection after delivery to the site and during installation of the work.
  - B. Failure of the Engineer to note faulty material or workmanship during construction shall not relieve the Contractor of any responsibility for removing or replacing, at his own expense, any such material.
- 1.5 FOUNDATIONS (NOT USED)
- 1.6 STANDARDS AND POSTS (NOT USED)
- 1.7 PULL BOXES (NOT USED)

**PART 2 – PRODUCTS**

- 2.1 GENERAL (NOT USED)

**PART 3 – EXECUTION**

- 3.1 GENERAL (NOT USED)
- 3.2 STANDARDS AND POSTS (NOT USED)
- 3.3 PULL BOXES (NOT USED)

END OF SECTION 16050

## SECTION 16509 – GENERAL LIGHTING

### PART 1 – GENERAL

#### 1.1 Photoelectric Controls

- A. Photoelectric controls, as specified in the special provisions shall be capable of switching multiple lighting systems directly.

#### 1.2 Type

- A. The type of photoelectric control shall be Type IV and shall consist of a photoelectric unit that plugs into an EEI-NEMA twist lock receptacle integral with the luminaire.

#### 1.3 Photoelectric Units

- A. The photoelectric unit shall provide an output in response to changing light levels. The response level shall remain stable throughout the life of the control unit. Components of the unit shall not require periodic replacement.
- B. Units for roadway lighting shall have a "turn-on" between on and 5 foot-candles and a "turn-off" at between 1-1/2 and 5 times "turn-on."
- C. Measurements shall be by the procedures set forth in EEI-NEMA Standards for Physical and Electrical Interchangeability of Light-Sensitive Control Devices Used in the Control of Roadway Lighting. Photoelectric units shall be screened to prevent artificial light from causing cycling.
- D. The photoelectric unit shall also conform to the following:
  - 1. The supply voltage rating shall be 60Hz, 105-130, 210-240, or 105-240 volts, as specified.
  - 2. The load rating shall be 800 watts minimum, high-pressure sodium.
  - 3. The operating temperature range shall be from minus 29 degrees C. to 65 degrees C.
  - 4. The power consumption shall be less than 10 watts.
  - 5. The unit shall be housed in a weatherproof enclosure.
  - 6. The base of the unit shall be provided with a 3-prong, EEI-NEMA standard, twist-lock plug mounting. Mounted in the luminaire.

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PART 2 – PRODUCTS

1.1 City of Los Angeles LED Fixtures

- A. See Appendix for the City of Los Angeles approved LED fixture list. The latest list can also be found at the following link:

<http://bsl.lacity.org/led-contractors-vendors.html>

PART 3 – EXECUTION (Not Used)

END OF SECTION 16509

**SECTION 17000**

**APPENDIX 1**

**PART 1 - CITY OF LOS ANGELES LED FIXTURES**

# LED Fixtures



City of Los Angeles  
 Department of Public Works  
 Bureau of Street Lighting



**Bold is the latest approved from each manufacturer**

These products have been tested and approved by the Energy Efficiency Division. This chart will be updated as new technology becomes available. The HPS equivalent size is based on similar roadway illumination levels. The nominal value of the HPS equivalent only represents the lamp size and not the total power consumed. It is recommended that designers use the lowest wattage that meets lighting criteria.

Locked .ies files should be used for final design purposes.

Approved Luminaires		Catalog Number	Power
Local Streets: Type II	70W HPS	Cree Ledway 200	25 W
	100W HPS	Cree Ledway 30E Leontek GreenCobra 20F Leontek GreenCobra Jr Phillips StreetView 30W16 Hadco 32 Leontek GreenCobra 30E (superseded) Cree Ledway 30D (superseded)	36 W 35 W 38 W 35 W 52 W 36 W 35 W
Collector Streets: Type II	150W HPS	Cree Ledway 50E Cree XSP2 @ E (mid-block) Leontek GreenCobra 30F Phillips StreetView 60W32 Leontek GreenCobra 40E (superseded) Leontek GreenCobra 40E W/DCM (superseded) Cree Ledway 50D (superseded)	86W 64 W 70 W 70 W 95 W 95 W 84 W

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Major Streets: Type III				
200W HPS	Oree Ledway 60E	BXSL9408LA& STR-LWY-3M-HT-06-E-UL-SV-525-N-R-7PWN-40K	100 W	
	Leontek Erodra 11M	EC3-11M-MV-NW-3-GY-650-PCR7	89 W	
	Oree XSP2 @ C (mid-block)	BXSP9147LA& C BXSPA03HC - USQR-7PWN	82 W	
	Leontek GreenCobra 40F	GCL-40F-MV-NW-3-GY-700-PCR7	92 W	
	American Electric 40B @ 700mA	ATR2 40BLEDK70 INVOLT R3 P7	94 W	
	Leontek GreenCobra 60E (superseded)	GCL-60E-MV-NW-3-GY-700-PCR7	136 W	
	Leontek GreenCobra 60E w/DOM (superseded)	GCL-60E-MV-NW-3-GY-700-PCR7DOM	136 W	
	Oree Ledway 60D @ 700mA	BXSL9191LA& STR-LWY-3M-HT-06-D-UL-SV-700-N-R-40K	139 W	
	Oree Ledway 60D @ 700mA w/DOM (superseded)	BXSL9174LA& STR-LWY-3M-HT-06-D-UL-SV-700-N-R-40K-ROAM	139 W	
	Leontek Erodra 14M @ 530mA	EC1-14M-MV-NW-3-GY-530-PCR7	98 W	
250W HPS	Oree XSP2 @ A (mid-block)	BXSP9147LA& A BXSPA03HA - USQR-7PWN	101 W	
	Leontek GreenCobra 60F @ 530mA	GCL-60F-MV-NW-3-GY-530-PCR7	101 W	
	Leontek GreenCobra 90E (superseded)	GC2-90E-MV-NW-3-GY-530-PCR7	159 W	
	Oree Ledway 80E	BXSL9408LA& STR-LWY-3M-HT-06-E-UL-SV-525-N-R-7PWN-40K	159W	
310W HPS	Leontek Erodra 18M @530mA	EC7-18M-MV-NW-3-GY-530-PCR7	122 W	
	Oree XSP2L @ O (mid-block)	BXSP9180B-O BXSPA03HO - USQR-7PWN	114 W	
	Leontek GreenCobra 60F @ 700mA	GCL-60F-MV-NW-3-GY-700-PCR7	133W	
	Leontek GreenCobra 100E (superseded)	GC2-100E-MV-NW-3-GY-530-PCR7	175 W	
	Oree Ledway 90D (superseded)	BXSL9192LA& STR-LWY-3M-HT-06-D-UL-SV-525-N-R-40K	149 W	
	Oree Ledway 100E	BXSL9408LA& STR-LWY-3M-HT-10-E-UL-SV-525-N-R-7PWN-40K	167W	
400W HPS	Leontek Erodra 18M @700mA	EC7-18M-MV-NW-3-GY-700-PCR7	163 W	
	Leontek GreenCobra 90F	GC2-90F-MV-NW-3-GY-530-PCR7	150W	
	Oree XSP2L @ L (mid-block)	BXSP9180B-L BXSPA03HL - USQR-7PWN	168 W	
	Hadro RX 120	ROC2120ENASRNAN	208 W	
	Leontek GreenCobra 120E (superseded)	GC2-120E-MV-NW-3-GY-530-PCR7	207 W	
	Oree Ledway 120D (superseded)	BXSL9183LA& STR-LWY-3M-HT-12-D-UL-SV-525-N-R-40K	195 W	
	Leontek Erodra 30M	EC3-30M-MV-NW-3-GY-700-PCR7	260 W	
400W HPS+	American Electric 80B @1000mA	ATR2 80BLEDK10 INVOLT R3 4K P7	284 W	
	Hadro RX 160	ROC2160ENASRNAN	275 W	

Updated 9/11/15

## BUREAU OF STREET LIGHTING

### General Specifications for Solid State Lighting LED Roadway Luminaires LED Equivalent Replacement for 70 W and 100 W HPS

**Issue Date: 07/28/2011**

<b>Luminaire Requirements:</b>	
Correlated Color Temperature (CCT)	<u>Nominal CCT (°K)</u> 4000 ± 275K
Color Rendering Index (CRI)	Luminaires shall have a minimum CRI of 65.
Off-state Power Consumption	The power draw of the luminaire (including PE or remote control devices) shall not exceed 2.50 watts when in the off state.
On-state Power Consumption	Shall not consume more than 53 W (not including optional monitoring/control device).
Warranty	A warranty must be provided for the full replacement of the luminaire due to any failure for six (6) years. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of eight (8) years from the date of purchase.
Weight	Luminaire shall not weigh more than 22 pounds.
Operating Environment	Luminaire shall be able to operate normally in temperatures from -20° C to 50° C.
Cooling System	Shall consist of a heat sink with no fans, pumps, or liquids, and shall be resistant to debris buildup that does not degrade heat dissipation performance.
Dimensions (Approx.)	26" long x 15" wide x 6" tall
Housing	Shall be primarily constructed of metal. Finish shall be gray in color, powder coated and rust resistant. Driver must be mounted internally and be replaceable. Driver must be accessible without tools. All screws shall be stainless steel. Captive screws are needed on any components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty). Ingress Protection shall be rated a minimum of IP54.
Lighting Controls	NA
IESNA Luminaire Classification	Cutoff or using TM-15: B1 U1 G1
Mounting Arm Connection	Luminaires shall mount on 2.375" O.D. horizontal tenon with no more than four 9/16-inch hex bolts and two piece clamp with vertical tilt adjustment range of ± 5%.
PE Cell Receptacle	Luminaires shall have a 3-prong twist-lock photo-control receptacle in accordance with ANSI C136.10. The PE socket needs to be able to rotate, so that the PE window can always be positioned to face the North direction.
House Shield	Shall provide option for house side light control.

<b>Equipment Identification Requirements:</b>	
Bar Code (Recommended)	Each Luminaire must have a Bar Code identifying its Catalog number, Wattage and Current settings of 700 mA, 525mA, or 350mA. Bar code to be attached on the inside of housing door and must be easily visible once door is opened.

<b>LED Module/Array Requirements:</b>	
Lumen Depreciation of LED Light Sources and Ingress Protection	LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.
Light Distribution	Should be in accordance with IESNA Type 2 S Lighting Distribution. Type II designated 2X is also acceptable.

<b>Power Supply/Driver Requirements:</b>	
Power Factor	Power supply should have a minimum Power Factor of 0.90.
Max amperage at LED	Maximum rating DC Forward Current at $T_A$ 25° C should be 1,500 mA. Maximum amperage at LED must not exceed driver current to meet Lumen Depreciation value described above but shall not exceed 1,000 mA per mm <sup>2</sup> of chip. Standard factory setting shall be 525 mA, as delivered from the factory. The Driver and LED arrays shall be designed for multi-current input operation, with switchable ratings at 350 mA, 525 mA and 700 mA.
Transient Protection	Per IEEE C.62.41-2 - 2002, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 10 KV level, for both common mode and differential mode. It should also meet test procedure in accordance with IEEE C62.45.
Operating Temperature	Power Supply shall operate between -20° C and 50° C.
Frequency	Output operating frequency must be $\geq$ 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
Interference	Power supplies shall meet FCC 47 CFR Part 15/18.
Noise and Ingress Protection	Power supply shall have a Class A sound rating per ANSI Standard C63.4. Assembly or compartment shall be rated a minimum of IP54.

<b>Roadway Application Requirements:</b>	
Minimum Light Output	Luminaire shall deliver a minimum of 3900 lumens (initial).
Luminaire Efficacy	$= \frac{\text{Luminaire Light Output (includes fixture efficiency and thermal effects)}}{\text{Luminaire Input Power}}$
Minimum Luminaire Efficacy	75 lm/W

<b>Measurement/Performance/Safety Standards:</b>	
<b>ANSI C78.377.2008</b>	Specifications for the Chromaticity of Solid State Lighting Products.
<b>IESNA LM-79-08</b>	IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products.
<b>IESNA LM-80-08</b> (Recommended)	IESNA Approved Method for Measuring Lumen Maintenance of LED Lighting Sources.
<b>UL Standards</b> (Latest Approved)	<ul style="list-style-type: none"> <li>• <b>8750</b> Light-Emitting Diode (LED) Light Sources for Use in Lighting Products</li> <li>• <b>1598</b> Luminaires</li> <li>• <b>1012</b> Power Units Other Than Class 2</li> <li>• <b>1310</b> Class 2 Power Units</li> <li>• <b>2108</b> Low Voltage Lighting Systems</li> <li>• All components shall be UL approved</li> </ul>

<b>Pre-qualifications for Bidding:</b>
<ol style="list-style-type: none"> <li>1. The following fixture has been pre-approved in the City's LED Pilot Project: (This information will not be displayed at this time)</li> <li>2. Before the contract can be awarded, the winning bidder shall provide three production samples to the City at no cost for final testing.</li> <li>3. Upon delivery, quality control testing will be performed by the Bureau of Street Lighting. Testing will be done in accordance with the City's "Special Specifications for the Construction of Street Lighting Systems" (The Blue Book).</li> </ol>

<b>Delivery &amp; Ordering:</b>
<p>Subsequent orders placed in response to this bid must comply with the following deliveries and quantities:</p> <p><u>Delivery time after orders are placed must not exceed 8 weeks</u></p> <p>The City of Los Angeles reserves the right to order additional fixtures (up to 20,000) with this contract, with the option to renegotiate the unit price as the cost of LED fixtures are reduced in the market place.</p>

<b>Penalties:</b>
<p>If the units are not delivered per the above delivery requirements, a penalty of \$100 per day per unit will be assessed. If the bidder cannot deliver, the City will have the right to cancel the contract and go to the next qualified bidder.</p>

**BUREAU OF STREET LIGHTING**  
**General Specifications for Solid State Lighting LED Roadway Luminaires**  
**LED Equivalent Replacement for 150 W HPS**  
**Issue Date: 1/28/2011**

<b>Luminaire Requirements:</b>	
Correlated Color Temperature (CCT)	<u>Nominal CCT (°K)</u>  4000 +/-275
Color Rendering Index (CRI)	Luminaires shall have a minimum CRI of 65.
Off-state Power Consumption	The power draw of the luminaire (including PE or remote control devices) shall not exceed 2.50 watts when in the off state.
On-state Power Consumption	Shall not consume more than (not including optional monitoring/control device): - 115 W for Equivalent Replacement of 150 W HPS
Warranty	A warranty must be provided for the full replacement of the luminaire due to any failure for six (6) years. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of eight (8) years from the date of purchase.
Weight	Luminaire shall not weigh more than 22 pounds.
Operating Environment	Luminaire shall be able to operate normally in temperatures from -20° C to 50° C.
Cooling System	Shall consist of a heat sink with no fans, pumps, or liquids, and shall be resistant to debris buildup that does not degrade heat dissipation performance.
Dimensions (Approx.)	26" long x 16" wide x 7" tall
Housing	Shall be primarily constructed of metal. Finish shall be gray in color, powder coated and rust resistant. Driver must be mounted internally and be replaceable. Driver must be accessible without tools. All screws shall be stainless steel. Captive screws are needed on any components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty). Ingress Protection shall be rated a minimum of IP54.
IESNA Luminaire Classification	Using TM-15: B2 U2 G2
Mounting Arm Connection	Luminaires shall mount on 2.375" O.D. horizontal tenon with no more than four 9/16" hex bolts and two piece clamp with vertical tilt adjustment range of +/- 5%.
PE Cell Receptacle	Luminaires shall have a 3-prong twist-lock photo-control receptacle in accordance with ANSI C136.10. The PE socket needs to be able to rotate, so that the PE window can always be positioned to face the North direction.
House Shield	Shall provide option for house side light control.

<b>LED Module/Array Requirements:</b>	
Lumen Depreciation of LED Light Sources	LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.
Light Distribution	Should be in accordance with IESNA Type II Medium Lighting Distribution.

<b>Power Supply/Driver Requirements:</b>	
Power Factor	Power supply should have a minimum Power Factor of .90
Max amperage at LED	Maximum rating DC Forward Current at T <sub>A</sub> 25° C should be 1000 mA. Maximum amperage at LED must not exceed driver current to meet Lumen Depreciation value described above and initial lumen values required below, and shall not exceed 700 mA per mm <sup>2</sup> of chip. Standard factory setting shall be 525 mA, as delivered from the factory. The Driver and LED arrays shall be designed for multi-current input operation, with switchable ratings at 350 mA, 525 mA and 700 mA.
Transient Protection	Per IEEE C.62.41-2-2002, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 10 kV level, for both common mode and differential mode. It should also meet test procedure in accordance with IEEE C62.45.
Operating Temperature	Power Supply shall operate between -20° C and 50° C.
Frequency	Output operating frequency must be ≥ 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
Interference	Power supplies shall meet FCC 47 CFR Part 15/18 (Consumer Emission Limits).
Noise and Ingress Protection	Power supply shall have a Class A sound rating per ANSI Standard C63.4. Assembly or compartment shall be rated a minimum of IP54.

<b>Roadway Application Requirements:</b>	
Minimum Light Output	For Equivalent Replacement of 150 W HPS, LED luminaire shall deliver a minimum of 5950 lumens (initial)
Luminaire Efficacy	$\frac{\text{Luminaire Light Output (includes fixture efficiency and thermal effects)}}{\text{Luminaire Input Power}}$
Minimum Luminaire Efficacy	55 lm/W

<b>Measurement/Performance/Safety Standards:</b>	
<b>ANSI C78.377.2008</b>	Specifications for the Chromaticity of Solid State Lighting Products.
<b>IESNA LM-79-08</b>	IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products.
<b>IESNA LM-80-08</b> (Recommended)	IESNA Approved Method for Measuring Lumen Maintenance of LED Lighting Sources.
<b>UL Standards</b> (Latest Approved)	<ul style="list-style-type: none"> <li>• <b>8750</b> Light-Emitting Diode (LED) Light Sources for Use in Lighting Products</li> <li>• <b>1598</b> Luminaires</li> <li>• <b>1012</b> Power Units Other Than Class 2</li> <li>• <b>1310</b> Class 2 Power Units</li> <li>• <b>2108</b> Low Voltage Lighting Systems</li> <li>• All components shall be UL approved</li> </ul>

<b>Pre-qualifications for Bidding:</b>
<ol style="list-style-type: none"> <li>1. The following fixtures have been pre-approved in the City's LED Pilot Project: (This information will not be displayed at this time)</li> <li>2. Before the contract can be awarded, the winning bidder shall provide three production samples to the City at no cost for final testing.</li> <li>3. Upon delivery, quality control testing will be performed by the Bureau of Street Lighting. Testing will be done in accordance with the City's "Special Specifications for the Construction of Street Lighting Systems" (The Blue Book).</li> </ol>

<b>Delivery Requirements:</b>
<p>Subsequent orders placed in response to this bid must comply with the following deliveries and quantities:</p> <p><u>Delivery time after orders are placed must not exceed 8 weeks</u></p> <p>The City of Los Angeles reserves the right to order additional fixtures (up to 20,000 units) with this contract, with the option to renegotiate the unit price as the cost of LED fixtures are reduced in the market place.</p>

<b>Penalties:</b>
<p>If the units are not delivered per the above delivery requirements, a penalty of \$100 per day per unit will be assessed. If the bidder cannot deliver, the City will have the right to cancel the contract and go to the next qualified bidder.</p>

**BUREAU OF STREET LIGHTING**  
**Requirements for Solid State Lighting LED Roadway Luminaires**  
**200 W Equivalent without control**  
**Issue Date: 03/2012**

<b>Luminaire Requirements:</b>	
Correlated Color Temperature (CCT)	<u>Nominal CCT (°K)</u>  4000 ± 275K
Color Rendering Index (CRI)	Luminaires shall have a minimum CRI of 65.
Off-state Power Consumption	The power draw of the luminaire (including PE or remote control devices) shall not exceed 2.50 watts when in the off state.
On-state Power Consumption	Shall not consume more than 140 W (not including optional monitoring/control device).
Warranty	A warranty must be provided for the full replacement of the luminaire due to any failure for six (6) years. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of eight (8) years from the date of purchase. Reduction of lighting output by more than 10% of the LED package within 6 years constitutes luminaire failure.
Weight	Luminaire shall not weigh more than 22 pounds.
Operating Environment	Luminaire shall be able to operate normally in temperatures from -20° C to 50° C.
Cooling System	Shall consist of a heat sink with no fans, pumps, or liquids, and shall be resistant to debris buildup that does not degrade heat dissipation performance.
Dimensions (Approx.)	26" long x 15" wide x 6" tall
Housing	Shall be primarily constructed of metal. Finish shall be gray in color, powder coated and rust resistant. Driver must be mounted internally and be replaceable. Driver must be accessible without tools. All screws shall be stainless steel. Captive screws are needed on any components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty). Ingress Protection shall be rated a minimum of IP54.
Lighting Controls	NA
IESNA Luminaire Classification	Cutoff or using TM-15: B2 U1 G2
Mounting Arm Connection	Luminaires shall mount on 2.375" O.D. horizontal tenon with no more than four 9/16-inch hex bolts and two piece clamp with vertical tilt adjustment range of ± 5%.
PE Cell Receptacle	Luminaires shall have a 3-prong twist-lock photo-control receptacle in accordance with ANSI C136.10. The PE socket needs to be able to rotate, so that the PE window can always be positioned to face the North direction.
House Shield	Shall provide option for house side light control.

<b>Equipment Identification Requirements:</b>	
Bar Code (Recommended)	Each Luminaire must have a Bar Code identifying its Catalog number, Wattage and Current settings of 700 mA, 525mA, or 350mA. Bar code to be attached on the inside of housing door and must be easily visible once door is opened.
Lighting Facts	Sticker is desirable as recommended by the DOE/SSL. Information on the sticker should follow recommendations as described in the Label Reference Guide at <a href="http://www.lightingfacts.com">www.lightingfacts.com</a>

<b>LED Module/Array Requirements:</b>	
Lumen Depreciation of LED Light Sources and Ingress Protection	LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.
Light Distribution	Should be in accordance with IESNA Type III Lighting Distribution.
LED S/P Ratio	The S/P ratio for the specific color temperature, as specified by the LED chip manufacturer, used in this fixture shall be the same as the one provided during evaluation, testing and approval of the unit

<b>Power Supply/Driver Requirements:</b>	
Power Factor	Power supply should have a minimum Power Factor of 0.90.
Max amperage at LED	Maximum rating DC Forward Current at T <sub>A</sub> 25° C should be 1,500 mA. Maximum amperage at LED must not exceed driver current to meet Lumen Depreciation value described above but shall not exceed 1,000 mA per mm <sup>2</sup> of chip. Standard factory setting shall be 700 mA, as delivered from the factory. The Driver and LED arrays shall be designed for multi-current input operation, with switchable ratings at 350 mA, 525 mA and 700 mA.
Transient Protection	Per IEEE C.62.41-2 - 2002, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 10 KV level, for both common mode and differential mode. It should also meet test procedure in accordance with IEEE C62.45.
Operating Temperature	Power Supply shall operate between -20° C and 50° C.
Frequency	Output operating frequency must be ≥ 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
Interference	Power supplies shall meet FCC 47 CFR Part 15/18.
Noise and Ingress Protection	Power supply shall have a Class A sound rating per ANSI Standard C63.4. Assembly or compartment shall be rated a minimum of IP54.

**Roadway Application Requirements:**

Minimum Light Output	Luminaire shall deliver a minimum of 9,909 lumens (initial).
Luminaire Efficacy	$\frac{\text{Luminaire Light Output (includes fixture efficiency and thermal effects)}}{\text{Luminaire Input Power}}$
Minimum Luminaire Efficacy	65 lm/W

**Measurement/Performance/Safety Standards:**

<b>ANSI C78.377.2008</b>	Specifications for the Chromaticity of Solid State Lighting Products.
<b>IESNA LM-79-08</b>	IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products.
<b>IESNA LM-80-08</b> (Recommended)	IESNA Approved Method for Measuring Lumen Maintenance of LED Lighting Sources.
<b>UL Standards</b> (Latest Approved)	<ul style="list-style-type: none"> <li>• <b>8750</b> Light-Emitting Diode (LED) Light Sources for Use in Lighting Products</li> <li>• <b>1598</b> Luminaires</li> <li>• <b>1012</b> Power Units Other Than Class 2</li> <li>• <b>1310</b> Class 2 Power Units</li> <li>• <b>2108</b> Low Voltage Lighting Systems</li> <li>• All components shall be UL approved</li> </ul>

**Pre-qualifications for Bidding:**

1. The following fixtures have been pre-approved in the City's LED Pilot Project: General Specification.
2. Upon intent to purchase, the City has the right to request that the manufacturer provide three production samples at no cost to the City for final testing.
3. Upon intent to purchase, the City has the right to conduct a site visit at the manufacture facility. In the event that the City exercises this right, the manufacturer shall be responsible for all costs.
4. Upon delivery, quality control testing will be performed by the Bureau of Street Lighting. Testing will be done in accordance with the City's "Special Specifications for the Construction

**Delivery & Ordering:**

Subsequent orders placed in response to this bid must comply with the following deliveries and quantities:

Delivery time after orders are placed must not exceed 8 weeks

The City of Los Angeles reserves the right to order additional fixtures (up to 20,000) with this contract, with the option to renegotiate the unit price as the cost of LED fixtures are reduced in the market place.

**Penalties:**

If the units are not delivered per the above delivery requirements, a penalty of \$100 per day per unit will be assessed. If the bidder cannot deliver, the City will have the right to cancel the contract and go to the next qualified bidder.

**BUREAU OF STREET LIGHTING**  
**Requirements for Solid State Lighting LED Roadway Luminaires**  
**310 W Equivalent Without Dimming Controls**  
**Issue Date:03 /2012**

<b>Luminaire Requirements:</b>	
Correlated Color Temperature (CCT)	<u>Nominal CCT (°K)</u>  4000 +/- 275
Color Rendering Index (CRI)	Luminaires shall have a minimum CRI of 65.
Off-state Power Consumption	The power draw of the luminaire (including PE or remote control devices) shall not exceed .50 watts when in the off state.
On-state Power Consumption	Luminaire shall not consume more than 150 W (not including optional monitoring/control device).
Warranty	A warranty must be provided for the full replacement of the luminaire due to any failure for five (6) years. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of eight (8) years from the date of purchase. Reduction of lighting output by more than 10% of the LED package within 6 years constitutes luminaire failure.
Weight	Luminaire shall not weigh more than 25 pounds.
Operating Environment	Luminaire shall be able to operate normally in temperatures from -20° C to 50° C.
Cooling System	Shall consist of a heat sink with no fans, pumps, or liquids, and shall be resistant to debris buildup that does not degrade heat dissipation performance.
Dimensions (Approx.)	27" long x 11" wide x 5" tall
Housing	Shall be primarily constructed of metal. Finish shall be gray in color, powder coated and rust resistant. Driver must be mounted internally and be replaceable. Driver must be accessible without tools. All screws shall be stainless steel. Captive screws or use of latches are needed on any components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty). Ingress Protection shall be rated a minimum of IP54.
IESNA Luminaire Classification	Cutoff or TM-15: B3 U3 G3
Mounting Arm Connection	Luminaire shall mount on standard 2.375" O.D. horizontal tenon with no more than four 9/16-inche hex bolts and two piece clamp with vertical tilt adjustment range of +/- 5%.
PE Cell Receptacle	Luminaires shall have a 3-prong twist-lock photo-control receptacle in accordance with ANSI C136.10. The PE socket needs to be able to rotate, so that the PE window can always be positioned to face the North direction.
House Shield	Shall provide option for house side light control.

<b>Equipment Identification Requirements:</b>	
Bar Code	Each Luminaire must have a Bar Code identifying its Catalog number, Wattage and Current settings of 700 mA, 525mA, or 350mA. Bar code to be attached on the inside of housing door and must be easily visible once door is opened.
Lighting Facts	Sticker is desirable as recommended by the DOE/SSL. Information on the sticker should follow recommendations as described in the Label Reference Guide at <a href="http://www.lightingfacts.com">www.lightingfacts.com</a>

<b>LED Module/Array Requirements:</b>	
Lumen Depreciation of LED Light Sources	LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours.
Light Distribution	Should be in accordance with IESNA Type III Medium Lighting Distribution.
LED S/P Ratio	The S/P ratio for the specific color temperature, as specified by the LED chip manufacturer, used in this fixture shall be the same as the one provided during evaluation, testing and approval of the unit

<b>Power Supply/Driver Requirements:</b>	
Power Factor	Power supply should have a minimum Power Factor of .90
Max amperage at LED	Maximum rating DC Forward Current at T <sub>A</sub> 25° C should be 1,500 mA. Maximum amperage at LED must not exceed driver current to meet Lumen Depreciation value described above but shall not exceed 1,000 mA per mm <sup>2</sup> of chip. Standard factory setting shall be 525 mA, as delivered from the factory. The Driver and LED arrays shall be designed for multi-current input operation, with switchable ratings at 350 mA, 525 mA and 700 mA.. Rated LED current should be at least 1 Amp.
Transient Protection	Per IEEE C.62.41-1991, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, Min. 6 kV level, for both common mode and differential mode.
Operating Temperature	Power Supply shall operate between -20° C and 50° C.
Frequency	Output operating frequency must be ≥ 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
Interference	Power supplies shall meet FCC 47 CFR Part 15/18 (Consumer Emission Limits)
Noise	Power supply shall have a Class A sound rating per ANSI Standard C63.4.

<b>Roadway Application Requirements:</b>	
Minimum Light Output	Luminaire shall deliver a minimum of 10,458 lumens (initial).
Luminaire Efficacy	$= \frac{\text{Luminaire Light Output (includes fixture efficiency and thermal effects)}}{\text{Luminaire Input Power}}$
Minimum Luminaire Efficacy	68 lm/W

<b>Measurement/Performance/Safety Standards:</b>	
<b>ANSI C78.377.2008</b>	Specifications for the Chromaticity of Solid State Lighting Products.
<b>IESNA LM-79-08</b>	IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products.
<b>UL Standards</b> (Latest Approved)	<ul style="list-style-type: none"> <li>• <b>8750</b> Light-Emitting Diode (LED) Light Sources for Use in Lighting Products</li> <li>• <b>1598</b> Luminaires</li> <li>• <b>1012</b> Power Units Other Than Class 2</li> <li>• <b>1310</b> Class 2 Power Units</li> <li>• <b>2108</b> Low Voltage Lighting Systems</li> </ul>

<b>Pre-qualifications for Bidding:</b>
<ol style="list-style-type: none"> <li>1. The following fixtures have been pre-approved in the City’s LED Pilot Project: General Specification.</li> <li>2. Upon intent to purchase, the City has the right to request that the manufacturer provide three production samples at no cost to the City for final testing.</li> <li>3. Upon intent to purchase, the City has the right to conduct a site visit at the manufacture facility. In the event that the City exercises this right, the manufacturer shall be responsible for all costs.</li> <li>4. Upon delivery, quality control testing will be performed by the Bureau of Street Lighting. Testing will be done in accordance with the City’s “Special Specifications for the Construction of Street Lighting Systems” (The Blue Book).</li> </ol>

<b>Delivery Requirements:</b>
<p>Subsequent orders placed in response to this bid must comply with the following deliveries and quantities:</p> <p><u>Delivery time after orders are placed must not exceed 8 weeks</u></p> <p>The City of Los Angeles reserves the right to order additional fixtures (up to 20,000) with this contract, with the option to renegotiate the unit price as the cost of LED fixtures are reduced in the market place.</p>

<b>Penalties:</b>
<p>If the units are not delivered per the above delivery requirements, a penalty of \$100 per day per unit will be assessed. If the bidder cannot deliver, the City will have the right to cancel the contract and go to the next qualified bidder.</p>

**BUREAU OF STREET LIGHTING**  
**Requirements for Solid State Lighting LED Roadway Luminaires**  
**400 W Equivalent without control**

**Issue Date: 03/2012**

<b>Luminaire Requirements:</b>	
Correlated Color Temperature (CCT)	<u>Nominal CCT (°K)</u>  4000 ± 275K
Color Rendering Index (CRI)	Luminaires shall have a minimum CRI of 65.
Off-state Power Consumption	The power draw of the luminaire (including PE or remote control devices) shall not exceed 2.50 watts when in the off state.
On-state Power Consumption	Shall not consume more than 210 W (not including optional monitoring/control device).
Warranty	A warranty must be provided for the full replacement of the luminaire due to any failure for six (6) years. The warranty shall provide for the repair or replacement of defective electrical parts (including light source and power supplies/drivers) for a minimum of eight (8) years from the date of purchase. Reduction of lighting output by more than 10% of the LED package within 6 years constitutes luminaire failure.
Weight	Luminaire shall not weigh more than 26 pounds.
Operating Environment	Luminaire shall be able to operate normally in temperatures from -20° C to 50° C.
Cooling System	Shall consist of a heat sink with no fans, pumps, or liquids, and shall be resistant to debris buildup that does not degrade heat dissipation performance.
Dimensions (Approx.)	31" long x 16" wide x 7" tall
Housing	Shall be primarily constructed of metal. Finish shall be gray in color, powder coated and rust resistant. Driver must be mounted internally and be replaceable. Driver must be accessible without tools. All screws shall be stainless steel. Captive screws are needed on any components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized (lens discoloration shall be considered a failure under warranty). Ingress Protection shall be rated a minimum of IP54.
Lighting Controls	NA
IESNA Luminaire Classification	Cutoff or using TM-15: B3 U3 G3
Mounting Arm Connection	Luminaires shall mount on 2.375" O.D. horizontal tenon with no more than four 9/16-inch hex bolts and two piece clamp with vertical tilt adjustment range of ± 5%.
PE Cell Receptacle	Luminaires shall have a 3-prong twist-lock photo-control receptacle in accordance with ANSI C136.10. The PE socket needs to be able to rotate, so that the PE window can always be positioned to face the

	North direction.
House Shield	Shall provide option for house side light control.
<b>Equipment Identification Requirements:</b>	
Bar Code (Recommended)	Each Luminaire must have a Bar Code identifying its Catalog number, Wattage and Current settings of 700 mA, 525mA, or 350mA. Bar code to be attached on the inside of housing door and must be easily visible once door is opened.
Lighting Facts	Sticker is desirable as recommended by the DOE/SSL. Information on the sticker should follow recommendations as described in the Label Reference Guide at <a href="http://www.lightingfacts.com">www.lightingfacts.com</a>

<b>LED Module/Array Requirements:</b>	
Lumen Depreciation of LED Light Sources and Ingress Protection	LED module(s)/array(s) shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours. Assembly shall be rated a minimum of IP66.
Light Distribution	Should be in accordance with IESNA Type III Lighting Distribution.
LED S/P Ratio	The S/P ratio for the specific color temperature, as specified by the LED chip manufacturer, used in this fixture shall be the same as the one provided during evaluation, testing and approval of the unit

<b>Power Supply/Driver Requirements:</b>	
Power Factor	Power supply should have a minimum Power Factor of 0.90.
Max amperage at LED	Maximum rating DC Forward Current at $T_A$ 25° C should be 1,500 mA. Maximum amperage at LED must not exceed driver current to meet Lumen Depreciation value described above but shall not exceed 1,000 mA per mm <sup>2</sup> of chip. Standard factory setting shall be 525 mA, as delivered from the factory. The Driver and LED arrays shall be designed for multi-current input operation, with switchable ratings at 350 mA, 525 mA and 700 mA.
Transient Protection	Per IEEE C.62.41-2 - 2002, Class A operation. The line transient shall consist of seven strikes of a 100k HZ ring wave, 10 KV level, for both common mode and differential mode. It should also meet test procedure in accordance with IEEE C62.45.
Operating Temperature	Power Supply shall operate between -20° C and 50° C.
Frequency	Output operating frequency must be $\geq$ 120 Hz (to avoid visible flicker) and input operating frequency of 60 Hz.
Interference	Power supplies shall meet FCC 47 CFR Part 15/18.
Noise and Ingress Protection	Power supply shall have a Class A sound rating per ANSI Standard C63.4. Assembly or compartment shall be rated a minimum of IP54.

<b>Roadway Application Requirements:</b>	
Minimum Light Output	Luminaire shall deliver a minimum of 13,989 lumens (initial).
Luminaire Efficacy	$\frac{\text{Luminaire Light Output (includes fixture efficiency and thermal effects)}}{\text{Luminaire Input Power}}$
Minimum Luminaire Efficacy	68 lm/W

<b>Measurement/Performance/Safety Standards:</b>	
<b>ANSI C78.377.2008</b>	Specifications for the Chromaticity of Solid State Lighting Products.
<b>IESNA LM-79-08</b>	IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products.
<b>IESNA LM-80-08</b> (Recommended)	IESNA Approved Method for Measuring Lumen Maintenance of LED Lighting Sources.
<b>UL Standards</b> (Latest Approved)	<ul style="list-style-type: none"> <li>• <b>8750</b> Light-Emitting Diode (LED) Light Sources for Use in Lighting Products</li> <li>• <b>1598</b> Luminaires</li> <li>• <b>1012</b> Power Units Other Than Class 2</li> <li>• <b>1310</b> Class 2 Power Units</li> <li>• <b>2108</b> Low Voltage Lighting Systems</li> <li>• All components shall be UL approved</li> </ul>

<b>Pre-qualifications for Bidding:</b>
<ol style="list-style-type: none"> <li>1. The following fixtures have been pre-approved in the City's LED Pilot Project: General Specification.</li> <li>2. Before the contract can be awarded, the winning bidder shall provide three production samples to the City at no cost for final testing.</li> <li>3. Upon delivery, quality control testing will be performed by the Bureau of Street Lighting. Testing will be done in accordance with the City's "Special Specifications for the Construction of Street Lighting Systems" (The Blue Book).</li> </ol>

<b>Delivery &amp; Ordering:</b>
<p>Subsequent orders placed in response to this bid must comply with the following deliveries and quantities:</p> <p><u>Delivery time after orders are placed must not exceed 8 weeks</u></p> <p>The City of Los Angeles reserves the right to order additional fixtures (up to 20,000) with this contract, with the option to renegotiate the unit price as the cost of LED fixtures are reduced in the market place.</p>

<b>Penalties:</b>
<p>If the units are not delivered per the above delivery requirements, a penalty of \$100 per day per unit will be assessed. If the bidder cannot deliver, the City will have the right to cancel the contract and go to the next qualified bidder.</p>

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# **APPENDIX 2**

## **STREET LIGHT LOCATIONS**

### Application 1

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
1	26	48	20	35	120	0	5	4	2	4	265

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1 (Unmatch Lamp)	8499	7569	H7	N/A	SEQUOIA	70 WATT HPS	1916	3RD ST	90405		
1	17223	7587	H40	M400	GE	400 WATT HPS	1310	3RD STREET PROMENADE	90401		
1 (Unmatch Lamp)	8825	9362	H20	M250	SEQUOIA	200 WATT HPS	2525	4TH ST	90405		
1 (Unmatch Lamp)	12662	7324	H25				1776	4TH ST	90401		
1 (Unmatch Lamp)	12659	7169	H25				1707	4TH ST	90401		
1 (Unmatch Lamp)	38	7450	H7	N/A	SEQUOIA	70 WATT HPS	2002	4TH ST NO 106	90405		
1	17355	7077	H25	M-400A	GE	250 WATT HPS	1554	5TH ST	90401		
1	18129	12209	H25	M400	GE	250 WATT HPS	1636	5TH ST	90401		
1	18130	12209	H25	M400	GE	250 WATT HPS	1636	5TH ST	90401		
1	18121	12211	H25	M400	GE	250 WATT HPS	1640	5TH ST	90401		
1	18125	12210	H25	M400	GE	250 WATT HPS	1640	5TH ST	90401		
1	18126	12210	H25	M400	GE	250 WATT HPS	1640	5TH ST	90401		
1	7835	5690	H25	M400	GE	250 WATT HPS	1450	10TH ST	90401		
1 (Unmatch Lamp)	17156	5498	H15	M250A	SEQUOIA	150 WATT HPS	1830	11TH ST	90404		
1 (Unmatch Lamp)	17159	5379	H15	M250A	SEQUOIA	150 WATT HPS	1813	11TH ST	90404		
1 (Unmatch Lamp)	17154	5384	H15	M250A	SEQUOIA	150 WATT HPS	1843	11TH ST	90404		
1	8969	5501	H25	M400	GE	250 WATT HPS	1802	11TH ST	90404		
1 (Unmatch Lamp)	17173	5402	H36	M400	SEQUOIA	360 WATT HPS	1745	11TH ST	90404		
1	8967	5401	H25	M400	GE	250 WATT HPS	1757	11TH ST NO 3	90404		
1	7815	5068	H25	M400	GE	250 WATT HPS	1457	12TH ST	90401		
1	16739	4610	H15	M250	SEQUOIA	150 WATT HPS	1939	14TH ST	90404		
1	16746	4608	H15	M250	SEQUOIA	150 WATT HPS	1897	14TH ST	90404		
1	16751	4606	H15	M250	SEQUOIA	150 WATT HPS	1859	14TH ST	90404		
1	16753	4711	H15	M250	SEQUOIA	150 WATT HPS	1826	14TH ST	90404		
1	16737	4714	H15	M250	SEQUOIA	150 WATT HPS	1950	14TH ST	90404		
1	16748	4713	H15	M250	SEQUOIA	150 WATT HPS	1848	14TH ST	90404		
1	16743	4712	H15	M250	SEQUOIA	150 WATT HPS	1914	14TH ST	90404		
1	7784	4579	H25	M400	GE	250 WATT HPS	1453	14TH ST	90404		
1	7789	4760	H25	M400	GE	250 WATT HPS	1458	14TH ST	90404		
1	16937	4754	H25	M400	GE	250 WATT HPS	1762	14TH ST	90404		
1 (Unmatch Lamp)	3111	4675	H36	M400	GE	360 WATT HPS	1302	14TH ST	90404		
1 (Unmatch Lamp)	149	4589	H36	M400	GE	360 WATT HPS	1251	14TH ST NO 107	90404		
1	156	4369	H10	M250	GE	100 WATT HPS	1537	15TH ST	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1	6204	4378	H10	M250	GE	100 WATT HPS	1524	15TH ST	90404		
1 (Unmatch Lamp)	20151	4345	H10	MDCL10S1M22F	GE	100 WATT HPS	445	15TH ST	90402		
1	12676	4424	H7	N/A	SEQUOIA	70 WATT HPS	1260	15TH ST	90404		
1	20312	3975	H7	N/A	SEQUOIA	70 WATT HPS	503	16TH ST	90402		
1	7729	3909	H25	M400	GE	250 WATT HPS	1450	17TH ST	90404		
1	7725	3795	H25	M400	GE	250 WATT HPS	1447	17TH ST	90404		
1	7732	3720	H25	M400	GE	250 WATT HPS	1501	17TH ST	90404		
1	20492	3750	H7	N/A	SEQUOIA	70 WATT HPS	635	17TH ST	90402		
1	20474	3753	H7	N/A	SEQUOIA	70 WATT HPS	501	17TH ST	90402		
1	20479	3748	H7	N/A	SEQUOIA	70 WATT HPS	527	17TH ST	90402		
1	20490	3849	H7	N/A	SEQUOIA	70 WATT HPS	620	17TH ST	90402		
1	20481	3847	H7	N/A	SEQUOIA	70 WATT HPS	536	17TH ST	90402		
1	15202	3533	H10	M-250A2	GE	100 WATT HPS	1433	18TH ST	90404		
1	15195	3602	H10	M-250A2	GE	100 WATT HPS	1438	18TH ST APT C	90404		
1	15111	2989	H10	M-250A2	GE	100 WATT HPS	1255	20TH ST	90404		
1	2920	3084	H15	M-250A2	GE	150 WATT HPS	1301	20TH ST	90404		
1	2922	3078	H15	M-250A2	GE	150 WATT HPS	1339	20TH ST	90404		
1	2924	3082	H15	M-250A2	GE	150 WATT HPS	1339	20TH ST	90404		
1	2926	3083	H15	M-250A2	GE	150 WATT HPS	1339	20TH ST	90404		
1	315	3085	H25	M400	GE	250 WATT HPS	1243	20TH ST	90404		
1	313	3091	H25	M400	GE	250 WATT HPS	1255	20TH ST	90404		
1	314	3007	H25	M400	GE	250 WATT HPS	1301	20TH ST	90404		
1	331	3339	H25	M-250A2	GE	250 WATT HPS	2601	20TH ST	90405		
1	2057	3445	H25	M-250A2	GE	250 WATT HPS	2522	20TH ST	90405		
1	16554	3065	H7	N/A	SEQUOIA	70 WATT HPS	1809	20TH ST	90404		
1	16562	3067	H7	N/A	SEQUOIA	70 WATT HPS	1835	20TH ST	90404		
1	16558	3133	H7	N/A	SEQUOIA	70 WATT HPS	1824	20TH ST G	90404		
1	15098	2743	H10	M-250A2	GE	100 WATT HPS	1328	22ND ST	90404		
1	15104	2844	H10	M-250A2	GE	100 WATT HPS	1328	22ND ST	90404		
1	13554	1927	H7	N/A	SEQUOIA	70 WATT HPS	357	24TH ST	90402		
1	13556	1973	H7	N/A	SEQUOIA	70 WATT HPS	372	24TH ST	90402		
1	13513	1757	H7	N/A	SEQUOIA	70 WATT HPS	334	25TH ST	90402		
1	14182	1573	H25	M400	GE	250 WATT HPS	1260	26TH ST	90404		
1	14503	10084	H25	M400	GE	250 WATT HPS	1458	26TH ST	90404		
1	13148	1414	H15	M-250A2	GE	150 WATT HPS	2800	28TH ST SUITE 30	90405		
1	13153	1284	H15	M-250A2	GE	150 WATT HPS	2800	28TH ST SUITE 30	90405		
1	18591	1250	H15	M-250A2	GE	150 WATT HPS	2800	28TH ST SUITE 30	90405		
1	13138	711	H25	M-400A2	GE	250 WATT HPS	2900	31ST ST	90405		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1	12882	9007	H10				1701	APPIAN WAY	90401		
1	15106	2903	H10	M-250A2	GE	100 WATT HPS	2021	ARIZONA AVE	90404		
1	15100	2798	H10	M-250A2	GE	100 WATT HPS	2107	ARIZONA AVE	90404		
1	15095	2711	H10	M-250A2	GE	100 WATT HPS	2125	ARIZONA AVE	90404		
1	316	3164	H25	M400	GE	250 WATT HPS	1925	ARIZONA AVE	90404		
1	317	3120	H25	M400	GE	250 WATT HPS	1916	ARIZONA AVE	90404		
1	12007	1310	H25	M400	GE	250 WATT HPS	2601	ARIZONA AVE	90404		
1	12010	1311	H25	M400	GE	250 WATT HPS	2602	ARIZONA AVE	90404		
1 (Unmatch Lamp)	3119	4518	H36	M400	GE	360 WATT HPS	1402	ARIZONA AVE	90404		
1	17229	7633	H40	M400	GE	400 WATT HPS	225	ARIZONA AVE	90401		
1	17226	7562	H40	M400	GE	400 WATT HPS	301	ARIZONA AVE	90401		
1 (Unmatch Lamp)	3116	4753	H36	M400	GE	360 WATT HPS	1325	ARIZONA AVE NO 101	90404		
1	14185	1565	H25	M400	GE	250 WATT HPS	2502	ARIZONA AVE NO 6	90404		
1 (Unmatch Lamp)	8507	7537	H7	N/A	SEQUOIA	70 WATT HPS	300	BAY ST	90405		
1	477	565	H10	M250R	GE	100 WATT HPS	830	BERKELEY ST	90403		
1	10411	555	H10	M250R	GE	100 WATT HPS	819	BERKELEY ST	90403		
1 (Unmatch Lamp)	8737	6641	H20	M250	SEQUOIA	200 WATT HPS	2535	BEVERLEY AVE	90405		
1	99	5831	H20	M400	GE	200 WATT HPS	910	BROADWAY	90401		
1	7769	4420	H25	M400	GE	250 WATT HPS	1431	BROADWAY	90404		
1	7819	5239	H25	M400	GE	250 WATT HPS	1119	BROADWAY	90401		
1	7822	5328	H25	M400	GE	250 WATT HPS	1101	BROADWAY	90401		
1	7826	5377	H25	M400	GE	250 WATT HPS	1101	BROADWAY	90401		
1	7829	5511	H25	M400	GE	250 WATT HPS	1027	BROADWAY	90401		
1	7840	5712	H25	M400	GE	250 WATT HPS	919	BROADWAY	90401		
1	7833	5612	H25	M400	GE	250 WATT HPS	1013	BROADWAY	90401		
1	7866	5745	H25	M400	GE	250 WATT HPS	920	BROADWAY	90401		
1	7852	5329	H25	M400	GE	250 WATT HPS	1102	BROADWAY	90401		
1	7855	5488	H25	M400	GE	250 WATT HPS	1032	BROADWAY	90401		
1	7858	5513	H25	M400	GE	250 WATT HPS	1032	BROADWAY	90401		
1	7861	5660	H25	M400	GE	250 WATT HPS	1002	BROADWAY	90401		
1	7850	5286	H25	M400	GE	250 WATT HPS	1124	BROADWAY	90401		
1	7847	5140	H25	M400	GE	250 WATT HPS	1208	BROADWAY	90404		
1	7792	4724	H25	M400	GE	250 WATT HPS	1326	BROADWAY	90404		
1	7786	4511	H25	M400	GE	250 WATT HPS	1400	BROADWAY	90404		
1	7739	3859	H25	M400	GE	250 WATT HPS	1620	BROADWAY	90404		
1	14502	1404	H25	M400	GE	250 WATT HPS	2601	BROADWAY	90404		
1	6206	4368	H10	M250	GE	100 WATT HPS	1502	BROADWAY 104	90404		
1	7766	4332	H25	M400	GE	250 WATT HPS	1502	BROADWAY 104	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1 (Unmatch Lamp)	16859	7353	H25	M400	GE	250 WATT HPS	329	CALIFORNIA AVE	90403		
1 (Unmatch Lamp)	16865	7261	H25	M400	GE	250 WATT HPS	330	CALIFORNIA AVE	90403		
1 (Unmatch Lamp)	16856	7225	H25	M400	GE	250 WATT HPS	401	CALIFORNIA AVE NO 1	90403		
1	491	57	H7	N/A	SEQUOIA	70 WATT HPS	1055	CENTINELA AVE	90403		
1	490	63	H7	N/A	SEQUOIA	70 WATT HPS	970	CENTINELA AVE	90403		
1	2402	56	H7	N/A	SEQUOIA	70 WATT HPS	1035	CENTINELA AVE	90403		
1	2404	68	H7	N/A	SEQUOIA	70 WATT HPS	1050	CENTINELA AVE	90403		
1	155	4379	H10	M250	GE	100 WATT HPS	1431	COLORADO AVE	90404		
1	10112	4930	H10	M250	GE	100 WATT HPS	1301	COLORADO AVE	90404		
1	10110	4993	H20	M400	GE	200 WATT HPS	1291	COLORADO AVE	90404		
1	447	2282	H20	KIM EKG 401	GE	200 WATT HPS	2501	COLORADO AVE	90404		
1	10108	5031	H20	M400	GE	100 WATT HPS	1100	COLORADO AVE	90401		
1	13730	883	H20	M400	GE	200 WATT HPS	2834	COLORADO AVE	90404		
1 (Unmatch Lamp)	6132	8616	H20		ESTINGHOU	200 WATT HPS	89	COLORADO AVE	90401		
1 (Unmatch Lamp)	16835	5337	H20	M400	SEQUOIA	200 WATT HPS	1100	COLORADO AVE	90401		
1	12056	9539	H25	M400	GE	250 WATT HPS	2834	COLORADO AVE	90404		
1	12854	12207	H25	M400	GE	250 WATT HPS	430	COLORADO AVE	90401		
1	15216	5486	H25	M400	GE	250 WATT HPS	1020	COLORADO AVE	90401		
1	15220	5494	H25	M400	GE	250 WATT HPS	1020	COLORADO AVE	90401		
1	16838	5383	H25	M400	GE	250 WATT HPS	1101	COLORADO AVE	90401		
1	16847	5590	H25	M400	GE	250 WATT HPS	1020	COLORADO AVE	90401		
1	18003	6908	H25	M-400A	GE	250 WATT HPS	502	COLORADO AVE	90401		
1 (Unmatch Lamp)	16842	5514	H25	M400	GE	250 WATT HPS	1025	COLORADO AVE	90401		
1	13130	696	H25	M-400A2	GE	250 WATT HPS	2800	DONALD DOUGLAS LOOP NORTH	90405		
1	13135	703	H25	M-400A2	GE	250 WATT HPS	2800	DONALD DOUGLAS LOOP NORTH	90405		
1	11460	659	H10	M250	GE	100 WATT HPS	2109	DORCHESTER AVE	90404		
1 (Unmatch Lamp)	12771	8389	H20	M-400A	GE	200 WATT HPS	1635	E OCEAN AVE	90401		
1	12765	8560	H25				1622	E OCEAN AVE	90401		
1	10123	4926	H10	M250	GE	100 WATT HPS	1505	EUCLID ST	90404		
1	10114	4944	H10	M250	GE	100 WATT HPS	1544	EUCLID ST	90404		
1	10118	4945	H10	M250	GE	100 WATT HPS	1512	EUCLID ST	90404		
1	10116	4927	H10	M250	GE	100 WATT HPS	1533	EUCLID ST	90404		
1	14587	4896	H7	N/A	SEQUOIA	70 WATT HPS	551	EUCLID ST	90402		
1	14574	4955	H7	N/A	SEQUOIA	70 WATT HPS	502	EUCLID ST	90402		
1	14585	4959	H7	N/A	SEQUOIA	70 WATT HPS	560	EUCLID ST	90402		
1	14592	5020	H7	N/A	SEQUOIA	70 WATT HPS	560	EUCLID ST	90402		
1	13689	979	H20	M400	GE	200 WATT HPS	2805	EXPOSITION BLVD	90404		
1	13168	5636	H10	M250R	GE	100 WATT HPS	117	FOXTAIL DR	90402		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1	13170	5609	H10	M250R	GE	100 WATT HPS	117	FOXTAIL DR	90402		
1	8479	1052	H10		GE	100 WATT HPS	2711	KANSAS AVE	90404		
1	17726	5995	H10	M250	SEQUOIA	100 WATT HPS	2515	LINCOLN BLVD	90405		
1	18809	12193	H20	M400	GE	200 WATT HPS	1801	LINCOLN BLVD	90404		
1	18798	12191	H20	M-400A	GE	200 WATT HPS	1757	LINCOLN BLVD	90404		
1	18812	12194	H20	M400	GE	200 WATT HPS	1804	LINCOLN BLVD	90404		
1	18801	12195	H20	M400	GE	200 WATT HPS	1758	LINCOLN BLVD	90404		
1	15573	6742	H7	N/A	SEQUOIA	70 WATT HPS	532	MARGUERITA AVE	90402		
1 (Unmatch Lamp)	18905	6066	H10		GE	100 WATT HPS	810	MARINE ST	90405		
1 (Unmatch Lamp)	12887	9026					98	MARINE TERRACE	90401		
1	17165	5592	H15	M250A	SEQUOIA	150 WATT HPS	1021	MICHIGAN AVE	90404		
1 (Unmatch Lamp)	17162	5307	H15	M250A	SEQUOIA	150 WATT HPS	1112	MICHIGAN AVE	90404		
1	16926	4517	H25	M400	GE	250 WATT HPS	1412	MICHIGAN AVE	90404		
1	8973	5334	H25	M400	GE	250 WATT HPS	1112	MICHIGAN AVE	90404		
1	16934	4531	H25	M400	GE	250 WATT HPS	1413	MICHIGAN AVE	90404		
1	16929	4703	H25	M400	GE	250 WATT HPS	1358	MICHIGAN AVE	90404		
1	18829	6841	H10		GE	100 WATT HPS	631	NAVY ST	90405		
1	172	5169	H10		SEQUOIA	100 WATT HPS	1227	OAK ST # 4	90405		
1 (Unmatch Lamp)	12775	8563	H20	M-400A	GE	200 WATT HPS	1646	OCEAN AVE	90401		
1 (Unmatch Lamp)	18744	8567	H20	M-400A	GE	200 WATT HPS	1602	OCEAN AVE	90401		
1	18680	8380	H25	M-400A	GE	250 WATT HPS	1551	OCEAN AVE	90401		
1 (Unmatch Lamp)	5475	11590					1738	OCEAN FRONT WALK	90401		
1 (Unmatch Lamp)	5476	11589					1724	OCEAN FRONT WALK	90401		
1 (Unmatch Lamp)	5481	11584					1668	OCEAN FRONT WALK	90401		
1 (Unmatch Lamp)	12865	8986	H10				1659	OCEAN FRONT WALK	90401		
1 (Unmatch Lamp)	13742	9230	H20	M400A	SEQUOIA	200 WATT HPS	2606	OCEAN FRONT WALK	90405		
1 (Unmatch Lamp)	13810	9227	H20	M400A	SEQUOIA	200 WATT HPS	2606	OCEAN FRONT WALK	90405		
1	17673	4784	H10	M250	SEQUOIA	100 WATT HPS	1343	OCEAN PARK BLVD	90405		
1 (Unmatch Lamp)	18162	714	H10	M-250A2	GE	100 WATT HPS	3015	OCEAN PARK BLVD	90405		
1	8724	6365	H20	M250	SEQUOIA	200 WATT HPS	753	OCEAN PARK BLVD	90405		
1	8726	6433	H20	M250	SEQUOIA	200 WATT HPS	711	OCEAN PARK BLVD	90405		
1	8731	6569	H20	M250	SEQUOIA	200 WATT HPS	649	OCEAN PARK BLVD	90405		
1	8730	6559	H20	M250	SEQUOIA	200 WATT HPS	650	OCEAN PARK BLVD	90405		
1	8720	6351	H20	M250	SEQUOIA	200 WATT HPS	724	OCEAN PARK BLVD	90405		
1	8719	6397	H20	M250	SEQUOIA	200 WATT HPS	702	OCEAN PARK BLVD	90405		
1 (Unmatch Lamp)	8752	7127	H20	M250	SEQUOIA	200 WATT HPS	501	OCEAN PARK BLVD	90405		
1 (Unmatch Lamp)	8828	9367	H20	M250	SEQUOIA	200 WATT HPS	420	OCEAN PARK BLVD	90405		
1 (Unmatch Lamp)	8729	6624	H20	M250	SEQUOIA	200 WATT HPS	632	OCEAN PARK BLVD	90405		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1	18553	1897	H25	M-400A2	GE	250 WATT HPS	2498	OCEAN PARK BLVD	90405		
1	18559	1733	H25	M-400A2	GE	250 WATT HPS	2632	OCEAN PARK BLVD	90405		
1	18561	1663	H25	M-400A2	GE	250 WATT HPS	2690	OCEAN PARK BLVD	90405		
1	486	1200	H25	M-400A2	GE	250 WATT HPS	2801	OCEAN PARK BLVD	90405		
1	487	1168	H25	M-400A2	GE	250 WATT HPS	2900	OCEAN PARK BLVD	90405		
1	2049	3254	H25	M-250A2	GE	250 WATT HPS	2020	OCEAN PARK BLVD	90405		
1	2042	3241	H25		GE	250 WATT HPS	2025	OCEAN PARK BLVD	90405		
1	2037	9413	H25		GE	250 WATT HPS	1750	OCEAN PARK BLVD	90405		
1	2038	3487	H25		GE	250 WATT HPS	1750	OCEAN PARK BLVD	90405		
1	13082	677	H25	M-400A2	GE	250 WATT HPS	3101	OCEAN PARK BLVD	90405		
1	13084	556	H25	M-400A2	GE	250 WATT HPS	3127	OCEAN PARK BLVD	90405		
1	13074	337	H25	M-400A2	GE	250 WATT HPS	3320	OCEAN PARK BLVD	90405		
1	13072	280	H25	M-400A2	GE	250 WATT HPS	3340	OCEAN PARK BLVD	90405		
1	13070	157	H25	M-400A2	GE	250 WATT HPS	3360	OCEAN PARK BLVD	90405		
1	13078	533	H25	M-400A2	GE	250 WATT HPS	3200	OCEAN PARK BLVD	90405		
1	13080	553	H25	M-400A2	GE	250 WATT HPS	3200	OCEAN PARK BLVD	90405		
1	13049	37	H25	M-400A2	GE	250 WATT HPS	3420	OCEAN PARK BLVD	90405		
1	13063	27	H25	M-400A2	GE	250 WATT HPS	3420	OCEAN PARK BLVD	90405		
1	13067	101	H25	M-400A2	GE	250 WATT HPS	3420	OCEAN PARK BLVD	90405		
1	13114	1315	H25	M-400A2	GE	250 WATT HPS	2701	OCEAN PARK BLVD	90405		
1	13121	1636	H25	M-400A2	GE	250 WATT HPS	2701	OCEAN PARK BLVD	90405		
1	13116	9267	H25	M-400A2	GE	250 WATT HPS	2717	OCEAN PARK BLVD	90405		
1	13099	869	H25	M-400A2	GE	250 WATT HPS	3040	OCEAN PARK BLVD	90405		
1	13145	653	H25	M-400A2	GE	250 WATT HPS	3200	OCEAN PARK BLVD	90405		
1	13140	687	H25	M-400A2	GE	250 WATT HPS	3330	OCEAN PARK BLVD	90405		
1	13108	1096	H25	M-400A2	GE	250 WATT HPS	2900	OCEAN PARK BLVD	90405		
1	13143	688	H25	M-400A2	GE	250 WATT HPS	3100	OCEAN PARK BLVD	90405		
1	18569	1218	H25	M-400A2	GE	250 WATT HPS	2717	OCEAN PARK BLVD	90405		
1	18543	1949	H25	M-400A2	GE	250 WATT HPS	2507	OCEAN PARK BLVD	90405		
1	18165	732	H25	M-250A2	GE	100 WATT HPS	3015	OCEAN PARK BLVD	90405		
1	18604	33	H25	M-400A2	GE	250 WATT HPS	3435	OCEAN PARK BLVD	90405		
1	18574	1236	H25	M-400A2	GE	250 WATT HPS	2716	OCEAN PARK BLVD	90405		
1	18228	1033	H25	M-400A2	GE	250 WATT HPS	2901	OCEAN PARK BLVD	90405		
1	18231	939	H25	M-400A2	GE	250 WATT HPS	2901	OCEAN PARK BLVD	90405		
1	18234	900	H25	M-400A2	GE	250 WATT HPS	2901	OCEAN PARK BLVD	90405		
1	18571	1204	H25	M-400A2	GE	250 WATT HPS	2900	OCEAN PARK BLVD	90405		
1	18576	1222	H25	M-400A2	GE	250 WATT HPS	2900	OCEAN PARK BLVD	90405		
1 (Unmatch Lamp)	2041	3159	H25		GE	250 WATT HPS	2100	OCEAN PARK BLVD	90405		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1 (Unmatch Lamp)	2040	3169	H25		GE	250 WATT HPS	2101	OCEAN PARK BLVD	90405		
1	2053	3340	H25	M-250A2	GE	250 WATT HPS	1818	OCEAN PARK BLVD APT 000B	90405		
1	2055	3383	H25	M-250A2	GE	250 WATT HPS	1818	OCEAN PARK BLVD APT 000B	90405		
1	12842	6616	H25	M400	GE	250 WATT HPS	601	OLYMPIC BLVD	90401		
1	12846	12212	H25	M400	GE	250 WATT HPS	505	OLYMPIC BLVD	90401		
1	12849	7052	H25	M400	GE	250 WATT HPS	505	OLYMPIC BLVD	90401		
1 (Unmatch Lamp)	9493	5517	H15	M250	SEQUOIA	150 WATT HPS	1102	PACIFIC ST	90405		
1 (Unmatch Lamp)	19694	2883	M17	M250	GE	175 WATT MH	2101	PICO BLVD	90405		
1 (Unmatch Lamp)	13165	5731	H5	FP-199	GE	50 WATT HPS	939	SAN VICENTE BLVD	90402		
1	15109	2973	H10	M-250A2	GE	100 WATT HPS	2021	SANTA MONICA BLVD	90404		
1	14968	1408	H25	M400	GE	250 WATT HPS	2615	SANTA MONICA BLVD	90404		
1	14963	1314	H25	M400	GE	250 WATT HPS	2602	SANTA MONICA BLVD	90404		
1	14971	1582	H25	M400	GE	250 WATT HPS	2505	SANTA MONICA BLVD	90404		
1	14977	1569	H25	M400	GE	250 WATT HPS	2520	SANTA MONICA BLVD	90404		
1	17220	7528	H40	M400	GE	400 WATT HPS	1301	SANTA MONICA BLVD	90401		
1 (Unmatch Lamp)	14444	1514	H7	N/A	SEQUOIA	70 WATT HPS	2520	SANTA MONICA BLVD	90404		
1	2541	632	H10	M250R	GE	100 WATT HPS	902	STANFORD ST	90403		
1	2546	634	H10	M250R	GE	100 WATT HPS	840	STANFORD ST	90403		
1	11893	612	H10	M250R	GE	100 WATT HPS	810	STANFORD ST UNIT 3	90403		
1 (Unmatch Lamp)	15792	923	H10	M250R	GE	100 WATT HPS	1630	STEWART ST	90404		
1	13718	873	H20	M400	GE	200 WATT HPS	1706	STEWART ST	90404		
1	13703	863	H20	M400	GE	200 WATT HPS	1740	STEWART ST	90404		
1	13712	875	H20	M400	GE	200 WATT HPS	1740	STEWART ST	90404		
1	13716	897	H20	M400	GE	200 WATT HPS	1660	STEWART ST	90404		
1	13720	906	H20	M400	GE	200 WATT HPS	1660	STEWART ST	90404		
1	13725	908	H20	M400	GE	200 WATT HPS	1660	STEWART ST	90404		
1	13733	910	H20	M400	GE	200 WATT HPS	1630	STEWART ST	90404		
1 (Unmatch Lamp)	19701	2592	M17	M250	GE	175 WATT MH	2208	VIRGINIA AVE	90404		
1	16733	588	H10	M250	GE	100 WATT HPS	2963	VIRGINIA AVE	90404		
1	14565	777	H10	M-250A2	GE	100 WATT HPS	2828	WILSHIRE BLVD	90403		
1	2913	3081	H25	M400	GE	250 WATT HPS	2002	WILSHIRE BLVD	90403		
1	16868	7183	H25	M400	GE	250 WATT HPS	401	WILSHIRE BLVD	90401		
1	16870	7184	H25	M400	GE	250 WATT HPS	401	WILSHIRE BLVD	90401		
1	13176	4628	H10	M250R	GE	100 WATT HPS	873	WOODACRES RD	90402		
1	13180	4895	H10	M250R	GE	100 WATT HPS	846	WOODACRES RD	90402		
1	13173	4633	H10	M250R	GE	100 WATT HPS	878	WOODACRES RD	90402		
1	13190	4817	H10	M250R	GE	100 WATT HPS	843	WOODACRES RD	90402		
1	13188	4977	H10	M250R	GE	100 WATT HPS	825	WOODACRES RD	90402		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_ MF	BALLAST MODEL	HOUSE NUMBER	STREET NAME	ZIP CODE		
1	13178	4772	H10	M250R	GE	100 WATT HPS	858	WOODACRES RD	90402		
1	2674	794	H10	M-250A2	GE	100 WATT HPS	1240	YALE ST	90404		
1	11960	792	H10	M-250A2	GE	100 WATT HPS	1240	YALE ST	90404		
1	14568	778	H10	M-250A2	GE	100 WATT HPS	1220	YALE ST 4	90404		

## Application 2

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	30	0	19	78	3	0	7	0	0	137

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
2	7580	7988	H10	M250	GE	100 WATT HPS	850	2ND ST	90403		
2	10955	7524	H25	M400	GE	250 WATT HPS	1201	3RD ST	90401		
2	10934	7556	H25	M400	GE	250 WATT HPS	1137	3RD ST	90403		
2	10932	7580	H25	M400	GE	250 WATT HPS	1118	3RD ST NO 101	90403		
2	10959	7583	H25	M400	GE	250 WATT HPS	1202	3RD STREET PROMENADE	90401		
2	10961	7630	H25	M400	GE	250 WATT HPS	1202	3RD STREET PROMENADE	90401		
2	10963	7734	H25	M400	GE	250 WATT HPS	1202	3RD STREET PROMENADE	90401		
2	10915	7265	H25	M400	GE	250 WATT HPS	1204	1/2 4TH ST	90401		
2	10917	7316	H25	M400	GE	250 WATT HPS	1204	1/2 4TH ST	90401		
2	16976	6787	H20	M400A	GE	200 WATT HPS	1518	6TH ST	90401		
2	17538	6477	H25	M400	GE	250 WATT HPS	1633	7TH ST	90401		
2	17556	6481	H25	M400	GE	250 WATT HPS	1600	7TH ST	90401		
2	17527	6459	H25	M400	GE	250 WATT HPS	1653	7TH ST	90401		
2	17534	6457	H25	M400	GE	250 WATT HPS	1653	7TH ST	90401		
2	17013	9344	H25	M400	GE	250 WATT HPS	1422	7TH ST	90401		
2	17021	6473	H25	M400	GE	250 WATT HPS	1448	7TH ST	90401		
2	17018	6460	H25	M400	GE	250 WATT HPS	1437	7TH ST	90401		
2	17010	6476	H25	M400	GE	250 WATT HPS	1518	7TH ST	90401		
2	17549	6454	H25	M400	GE	250 WATT HPS	1557	7TH ST	90401		
2	17002	6478	H25	M400	GE	250 WATT HPS	1540	7TH ST	90401		
2	17000	6505	H25	M400A	GE	250 WATT HPS	1502	7TH ST	90401		
2	9774	6469	H10	M250	GE	100 WATT HPS	1012	7TH ST NO 2	90403		
2	13954	3530	H10	M-250A2	GE	100 WATT HPS	1119	18TH ST	90403		
2	13957	3554	H10	M-250A2	GE	100 WATT HPS	1130	18TH ST	90403		
2	2817	3488	H10	M-250A2	GE	100 WATT HPS	1031	18TH ST UNIT 3	90403		
2	13962	3333	H10	M-250A2	GE	100 WATT HPS	1143	19TH ST	90403		
2	13968	3353	H10	M-250A2	GE	100 WATT HPS	1128	19TH ST	90403		
2	13965	3334	H10	M-250A2	GE	100 WATT HPS	1115	19TH ST NO 3	90403		
2	13934	3243	H10	M-250A2	GE	100 WATT HPS	1102	20TH ST	90403		
2	13928	3165	H10	M-250A2	GE	100 WATT HPS	1060	20TH ST	90403		
2	7699	10080	H25	M400	GE	250 WATT HPS	1502	20TH ST	90404		
2	7676	3095	H25	M400	GE	250 WATT HPS	1493	20TH ST	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
2	7678	3094	H25	M400	GE	250 WATT HPS	1473	20TH ST	90404		
2	7681	3104	H25	M400	GE	250 WATT HPS	1436	20TH ST NO 5	90404		
2	12050	2808	H10	M-250A2	GE	100 WATT HPS	1453	21ST ST	90404		
2	12046	2801	H10	M-250A2	GE	100 WATT HPS	1433	21ST ST	90404		
2	12044	2807	H10	M-250A2	GE	100 WATT HPS	1414	21ST ST	90404		
2	12048	2809	H10	M-250A2	GE	100 WATT HPS	1466	21ST ST	90404		
2	11169	5903	H10	M250	GE	100 WATT HPS	815	ASHLAND AVE	90405		
2	11184	9287	H10	M250	GE	100 WATT HPS	1028	ASHLAND AVE	90405		
2	11172	5809	H10	M250	GE	100 WATT HPS	836	ASHLAND AVE	90405		
2	11174	5787	H10	M250	GE	100 WATT HPS	836	ASHLAND AVE	90405		
2	11181	9288	H10	M250	GE	100 WATT HPS	1000	ASHLAND AVE	90405		
2	10686	9004	H25	M400	GE	250 WATT HPS	3355	BARNARD WAY	90405		
2	10688	8969	H25	M400	GE	250 WATT HPS	3558	BARNARD WAY	90405		
2	6070	11842	H20	M400A	GE	200 WATT HPS	530	BROADWAY	90401		
2	16966	11841	H20	M400A	GE	200 WATT HPS	501	BROADWAY	90401		
2	16987	11843	H20	M400	GE	200 WATT HPS	609	BROADWAY	90401		
2	16992	6573	H20	M400A	GE	200 WATT HPS	626	BROADWAY	90401		
2	7673	3013	H25	M400	120/240	2001	2005	BROADWAY	90404		
2	7684	10085	H25	M400	GE	250 WATT HPS	1925	BROADWAY	90404		
2	7694	3019	H25	M400	GE	250 WATT HPS	2010	BROADWAY	90404		
2	7661	12119	H25	M400A	GE	250 WATT HPS	2050	BROADWAY	90404		
2	16970	6747	H25	M400	GE	250 WATT HPS	525	BROADWAY	90401		
2	16973	6805	H25	M400	GE	250 WATT HPS	525	BROADWAY	90401		
2	16985	6692	H25	M400A	GE	250 WATT HPS	609	BROADWAY	90401		
2	17007	6458	H25	M400	GE	250 WATT HPS	710	BROADWAY	90401		
2	16979	6754	H25	M400	GE	250 WATT HPS	530	BROADWAY	90401		
2	16982	6640	H25	M400A	GE	250 WATT HPS	606	BROADWAY	90401		
2	13944	3455	H10	M-250A2	GE	100 WATT HPS	1826	CALIFORNIA AVE	90403		
2	13948	3513	H10	M-250A2	GE	100 WATT HPS	1802	CALIFORNIA AVE	90403		
2	13931	3270	H10	M-250A2	GE	100 WATT HPS	1903	CALIFORNIA AVE	90403		
2	13937	3354	H10	M-250A2	GE	100 WATT HPS	1827	CALIFORNIA AVE	90403		
2	13940	3302	H10	M-250A2	GE	100 WATT HPS	1902	CALIFORNIA AVE 101	90404		
2	13950	3553	H10	M-250A2	GE	100 WATT HPS	1730	CALIFORNIA AVE NO 2	90403		
2	10356	6657	H25	M400	GE	250 WATT HPS	608	COLORADO AVE	90401		
2	17565	6804	H25	M400	GE	250 WATT HPS	532	COLORADO AVE	90401		
2	17562	6807	H25	M400	GE	250 WATT HPS	525	COLORADO AVE	90401		
2	17552	6544	H25	M400	GE	250 WATT HPS	631	COLORADO AVE	90401		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
2	17559	6680	H25	M400	GE	250 WATT HPS	609	COLORADO AVE	90401		
2	17541	6456	H25	M400	GE	250 WATT HPS	700	COLORADO AVE	90401		
2	17546	6426	H25	M400	GE	250 WATT HPS	700	COLORADO AVE	90401		
2	10097	4932	H10	M250	GE	100 WATT HPS	1621	EUCLID ST	90404		
2	8003	9116	H25	M400A	GE	250 WATT HPS	110	HOLLISTER AVE	90405		
2	19247	9107	H25	M400A	GE	250 WATT HPS	126	HOLLISTER AVE	90405		
2	19250	9119	H25	M400A	GE	250 WATT HPS	126	HOLLISTER AVE	90405		
2	19244	9102	H25	M400A	GE	250 WATT HPS	127	HOLLISTER AVE	90405		
2	11188	5974	H31	M400	GE	310 WATT HPS	2807	LINCOLN BLVD	90405		
2	11164	5924	H31	M400	GE	310 WATT HPS	2903	LINCOLN BLVD	90405		
2	17875	5991	H31	M400	GE	310 WATT HPS	2800	LINCOLN BLVD	90405		
2	10170	8196	H25	M400	GE	250 WATT HPS	2101	MAIN ST	90405		
2	10173	8142	H25	M400	GE	250 WATT HPS	2101	MAIN ST	90405		
2	10176	8140	H25	M400	GE	250 WATT HPS	2021	MAIN ST	90405		
2	10178	8183	H25	M400	GE	250 WATT HPS	2021	MAIN ST	90405		
2	10168	8205	H25	M400	GE	250 WATT HPS	2104	MAIN ST	90405		
2	10181	8248	H25	M400	GE	250 WATT HPS	2000	MAIN ST	90405		
2	10183	8200	H25	M400	GE	250 WATT HPS	2000	MAIN ST	90405		
2	10693	8962	H25	M400	GE	250 WATT HPS	3100	MAIN ST	90405		
2	10695	8944	H25	M400	GE	250 WATT HPS	3100	MAIN ST	90405		
2	10697	8868	H25	M400	GE	250 WATT HPS	3100	MAIN ST	90405		
2	7989	8966	H10	M250	GE	100 WATT HPS	2203	OCEAN AVE NO 104	90405		
2	8056	12134	H20	M400A	GE	200 WATT HPS	2203	OCEAN AVE NO 104	90405		
2	11103	4444	H25	M400	GE	250 WATT HPS	1515	OCEAN PARK BLVD	90405		
2	11102	4323	H25	M400	GE	250 WATT HPS	1585	OCEAN PARK BLVD	90405		
2	11098	4294	H25	M400	GE	250 WATT HPS	1602	OCEAN PARK BLVD	90405		
2	17532	6480	H25	M400	GE	250 WATT HPS	623	OLYMPIC BLVD	90401		
2	7058	2895	H20	M250	GE	200 WATT HPS	2108	1/2 PICO BLVD	90405		
2	7119	2699	H20	M250	GE	200 WATT HPS	2217	PICO BLVD	90405		
2	7049	2984	H20	M250	GE	200 WATT HPS	2020	PICO BLVD	90405		
2	7108	2820	H20	M250	GE	200 WATT HPS	2115	PICO BLVD	90405		
2	7014	3000	H20	M250	GE	200 WATT HPS	2001	PICO BLVD	90405		
2	7029	2906	H20	M250	GE	200 WATT HPS	2029	PICO BLVD	90405		
2	7467	11453	H20	M-400A	GE	200 WATT HPS	3102	PICO BLVD	90405		
2	7531	278	H20	M-400A	GE	200 WATT HPS	3202	PICO BLVD	90405		
2	7560	48	H20	M-400A	GE	200 WATT HPS	3322	PICO BLVD	90405		
2	7480	312	H20	M-400A	GE	200 WATT HPS	3211	PICO BLVD	90405		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
2	7497	202	H20	M-400A	GE	200 WATT HPS	3229	PICO BLVD	90405		
2	7453	501	H20	M250	GE	200 WATT HPS	3115	PICO BLVD	90405		
2	7507	81	H20	M-400A	GE	200 WATT HPS	3321	PICO BLVD	90405		
2	5141	140	H25	M-400A	GE	250 WATT HPS	3238	PICO BLVD	90405		
2	5143	11446	H25	M-400A	GE	250 WATT HPS	3238	PICO BLVD	90405		
2	5138	10905	H25	M-400A	GE	250 WATT HPS	3304	PICO BLVD	90405		
2	7142	2441	H25	M400	GE	250 WATT HPS	2233	PICO BLVD	90405		
2	7501	158	H25	M-400A	GE	250 WATT HPS	3301	PICO BLVD	90405		
2	7522	105	H25	M-400A	GE	250 WATT HPS	3307	PICO BLVD	90405		
2	7038	3101	H40	M250	GE	400 WATT HPS	2008	PICO BLVD	90405		
2	7071	2745	H40	M400	GE	400 WATT HPS	2128	PICO BLVD	90405		
2	7082	2587	H40	M400	GE	400 WATT HPS	2218	PICO BLVD	90405		
2	7010	3080	H40	M400	GE	400 WATT HPS	2001	PICO BLVD	90405		
2	12602	31	H40	M-400A	GE	400 WATT HPS	3322	PICO BLVD	90405		
2	12606	12410	H40	M-400A	GE	400 WATT HPS	3322	PICO BLVD	90405		
2	12605	23	H40	M-400A	GE	400 WATT HPS	3402	PICO BLVD	90405		
2	10690	8951	H25	M400	GE	250 WATT HPS	170	PIER AVE	90405		
2	12042	2799	H10	M-250A2	GE	100 WATT HPS	2200	SANTA MONICA BLVD	90404		
2	13960	3350	H10	M-250A2	GE	100 WATT HPS	1801	WILSHIRE BLVD	90403		
2	10913	7172	H25	M400	GE	250 WATT HPS	412	WILSHIRE BLVD	90401		
2	10925	7446	H25	M400	GE	250 WATT HPS	320	WILSHIRE BLVD	90401		
2	10911	7117	H25	M400	GE	250 WATT HPS	401	WILSHIRE BLVD	90401		
2	10919	7229	H25	M400	GE	250 WATT HPS	401	WILSHIRE BLVD	90401		
2	10923	7171	H25	M400	GE	250 WATT HPS	401	WILSHIRE BLVD	90401		
2	10949	7533	H25	M400	GE	250 WATT HPS	311	WILSHIRE BLVD	90401		
2	10951	7549	H25	M400	GE	250 WATT HPS	311	WILSHIRE BLVD	90401		
2	10936	7582	H25	M400	GE	250 WATT HPS	233	WILSHIRE BLVD	90401		
2	10954	7637	H25	M400	GE	250 WATT HPS	233	WILSHIRE BLVD	90401		
2	10921	7317	H25	M400	GE	250 WATT HPS	317	WILSHIRE BLVD	90401		
2	10947	7467	H25	M400	GE	250 WATT HPS	315	WILSHIRE BLVD	90401		
2	11178	5789	H10	M250	GE	100 WATT HPS	833	WILSON PL	90405		

### Application 3

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	16	0	10	35	0	0	0	0	0	<u>61</u>

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
3	12092	9329	H10	M-250A2	GE	100 WATT HPS	1011	11TH ST	90403		
3	12094	9330	H10	M-250A2	GE	100 WATT HPS	1011	11TH ST	90403		
3	12091	5392	H10	M-250A2	GE	100 WATT HPS	957	11TH ST	90403		
3	12085	5457	H10	M-250A2	GE	100 WATT HPS	918	11TH ST	90403		
3	12098	9331	H10	M-250A2	GE	100 WATT HPS	1008	11TH ST	90403		
3	12096	9328	H25	M400	GE	250 WATT HPS	1033	11TH ST	90403		
3	11284	5622	H25	M400	GE	250 WATT HPS	2602	11TH ST	90405		
3	12087	5394	H10	M-250A2	GE	100 WATT HPS	933	11TH ST 4	90403		
3	12089	5456	H10	M-250A2	GE	100 WATT HPS	944	11TH ST NO 7	90403		
3	15225	4638	H10	M250A2	GE	100 WATT HPS	1114	14TH ST	90403		
3	11265	4758	H25	M400	GE	250 WATT HPS	2601	14TH ST	90405		
3	11267	4762	H25	M400	GE	250 WATT HPS	2525	14TH ST NO 2	90405		
3	14318	9333	H25	M400A	GE	250 WATT HPS	848	17TH ST	90403		
3	14490	1652	H25	M400	GE	250 WATT HPS	1681	26TH ST	90404		
3	14480	1441	H25	M400	GE	250 WATT HPS	1655	26TH ST	90404		
3	14469	1567	H25	M400	GE	250 WATT HPS	1620	26TH ST	90404		
3	14486	1631	H25	M400	GE	250 WATT HPS	1620	26TH ST	90404		
3	13807	9198	H25	M400	GE	250 WATT HPS	2701	BARNARD WAY	90405		
3	12826	8420	H25	M-400A	GE	250 WATT HPS	120	BROADWAY	90401		
3	14832	1263	H25	M400A	GE	250 WATT HPS	2602	BROADWAY	90404		
3	18692	8419	H25	M-400A	GE	250 WATT HPS	101	BROADWAY	90401		
3	12026	471	H20	M400	GE	200 WATT HPS	3022	COLORADO AVE	90404		
3	12024	281	H20	M400	GE	200 WATT HPS	3102	COLORADO AVE	90404		
3	14463	1412	H25	M400	GE	250 WATT HPS	2601	COLORADO AVE	90404		
3	14460	1333	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
3	14466	1600	H25	M400	GE	250 WATT HPS	2501	COLORADO AVE	90404		
3	12083	5393	H10	M-250A2	GE	100 WATT HPS	1102	IDAHO AVE	90403		
3	13197	1446	H10	M-250A2	GE	100 WATT HPS	2524	LA MESA DR	90402		
3	13191	9479	H10	M-250A2	GE	100 WATT HPS	2515	LA MESA WAY	90402		
3	13195	1450	H10	M-250A2	GE	100 WATT HPS	2515	LA MESA WAY	90402		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
3	11320	6489	H10	M250	GE	100 WATT HPS	625	MONTANA AVE	90403		
3	15376	5395	H10	M-250A2	GE	100 WATT HPS	1101	MONTANA AVE STE A	90403		
3	18686	8372	H20	M-400A	GE	200 WATT HPS	1415	OCEAN AVE	90401		
3	18683	8373	H20	M-400A	GE	200 WATT HPS	1431	OCEAN AVE	90401		
3	18684	8410	H20	M-400A	GE	200 WATT HPS	1401	OCEAN AVE	90401		
3	18675	8377	H20	M-400A	GE	200 WATT HPS	1515	OCEAN AVE	90401		
3	18677	8378	H20	M-400A	GE	200 WATT HPS	1537	OCEAN AVE	90401		
3	13844	9191	H25	M400A	GE	250 WATT HPS	101	OCEAN PARK BLVD	90405		
3	13853	9193	H25	M400A	GE	250 WATT HPS	101	OCEAN PARK BLVD	90405		
3	11279	5630	H25	M400	GE	250 WATT HPS	1047	OCEAN PARK BLVD	90405		
3	11282	5604	H25	M400	GE	250 WATT HPS	1103	OCEAN PARK BLVD	90405		
3	11269	4797	H25	M400	GE	250 WATT HPS	1343	OCEAN PARK BLVD	90405		
3	11275	12264	H25	M400	GE	250 WATT HPS	1100	OCEAN PARK BLVD	90405		
3	11271	4787	H25	M400	GE	250 WATT HPS	1352	OCEAN PARK BLVD	90405		
3	13060	17	H25	M-400A2	GE	250 WATT HPS	3435	OCEAN PARK BLVD	90405		
3	13846	9180	H25	M400A	GE	250 WATT HPS	117	OCEAN PARK BLVD	90405		
3	13858	9182	H25	M400A	GE	250 WATT HPS	10	OCEAN PARK BLVD 1	90405		
3	13631	51	H25	M400	GE	250 WATT HPS	3200	OLYMPIC BLVD	90404		
3	14493	1702	H25	M400	GE	250 WATT HPS	2425	OLYMPIC BLVD	90404		
3	14496	1870	H25	M400	GE	250 WATT HPS	2425	OLYMPIC BLVD	90404		
3	14499	1842	H25	M400	GE	250 WATT HPS	2425	OLYMPIC BLVD	90404		
3	14190	617	H10	M-250A2	GE	100 WATT HPS	2933	SANTA MONICA BLVD	90404		
3	11431	12270	H20	M400	GE	200 WATT HPS	3021	SANTA MONICA BLVD	90404		
3	11428	12269	H20	M400	GE	200 WATT HPS	3102	SANTA MONICA BLVD	90404		
3	12081	3125	H20	M400	GE	200 WATT HPS	1920	SANTA MONICA BLVD	90404		
3	11436	12272	H25	M400	GE	250 WATT HPS	3105	SANTA MONICA BLVD	90404		
3	11438	12273	H25	M400	GE	250 WATT HPS	3105	SANTA MONICA BLVD	90404		
3	11424	12221	H25	M400	GE	250 WATT HPS	3028	SANTA MONICA BLVD	90404		
3	11433	12271	H25	M400	GE	250 WATT HPS	3028	SANTA MONICA BLVD	90404		
3	15276	3079	H25	M400	GE	250 WATT HPS	2020	SANTA MONICA BLVD	90404		
3	15372	4900	H10	M-250A2	GE	100 WATT HPS	1308	WASHINGTON AVE	90403		

### Application 4

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	14	0	7	18	0	0	14	0	0	53

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
4	16614	7452	H10	M250	GE	100 WATT HPS	904	4TH ST	90403		
4	16619	7251	H10	M250	GE	100 WATT HPS	904	4TH ST	90403		
4	17477	7248	H20	M400	GE	200 WATT HPS	1528	4TH ST	90401		
4	17460	7205	H20	M400	GE	200 WATT HPS	1541	4TH ST	90401		
4	17474	7202	H20	M400	GE	200 WATT HPS	1501	4TH ST	90401		
4	17466	7204	H20	M400	GE	200 WATT HPS	1527	4TH ST	90401		
4	17497	10882	H25	M400	GE	250 WATT HPS	1506	4TH ST	90401		
4	17490	11830	H25	M400	GE	250 WATT HPS	1460	4TH ST	90401		
4	17493	11833	H25	M400	GE	250 WATT HPS	1501	4TH ST	90401		
4	17455	7134	H25	M400	GE	250 WATT HPS	1555	4TH ST	90401		
4	17458	7222	H25	M400	GE	250 WATT HPS	1555	4TH ST	90401		
4	16371	6969	H10	M250	GE	100 WATT HPS	911	5TH ST NO 101	90403		
4	16368	6992	H10	M250	GE	100 WATT HPS	924	5TH ST NO 2	90403		
4	16496	6744	H25	M400	GE	250 WATT HPS	1144	6TH ST	90403		
4	16506	6683	H10	M250	GE	100 WATT HPS	1033	6TH ST APT 0110	90403		
4	16433	4651	H25	M400	GE	250 WATT HPS	1620	14TH STREET	90404		
4	16436	4653	H25	M400	GE	250 WATT HPS	1620	14TH STREET	90404		
4	17320	10273	H25	M400	GE	250 WATT HPS	1671	20TH ST	90404		
4	17322	12184	H25	M400	GE	250 WATT HPS	1671	20TH ST	90404		
4	17326	3162	H25	M400	GE	250 WATT HPS	1674	20TH ST	90404		
4	15999	2845	H10	M250	GE	100 WATT HPS	1711	21ST ST	90404		
4	16022	2654	H10	M250	GE	100 WATT HPS	1760	22ND ST	90404		
4	16010	2706	H10	M250	GE	100 WATT HPS	1704	22ND ST	90404		
4	16017	2650	H10	M250	GE	100 WATT HPS	1704	22ND ST	90404		
4	16019	2647	H10	M250	GE	100 WATT HPS	1728	22ND ST	90404		
4	16025	2655	H10	M250	GE	100 WATT HPS	1756	22ND ST	90404		
4	16014	2648	H10	M250	GE	100 WATT HPS	1706	22ND ST	90404		
4	17487	10879	H25	M400	GE	250 WATT HPS	401	BROADWAY	90401		
4	16796	6175	H40	M400	GE	400 WATT HPS	804	BROADWAY	90401		
4	17463	7245	H20	M400	GE	200 WATT HPS	315	COLORADO AVE	90401		
4	16422	4501	H25	M400	GE	250 WATT HPS	1410	COLORADO AVE	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
4	16419	4591	H25	M400	GE	250 WATT HPS	1415	COLORADO AVE	90404		
4	16425	4759	H25	M400	GE	250 WATT HPS	1323	COLORADO AVE	90404		
4	16429	4654	H25	M400	GE	250 WATT HPS	1100	COLORADO AVE	90401		
4	16817	10893	H40	M400	GE	400 WATT HPS	718	COLORADO AVE	90401		
4	16798	6213	H40	M400	GE	400 WATT HPS	1532	LINCOLN BLVD	90401		
4	16787	6185	H40	M400	GE	400 WATT HPS	1431	LINCOLN BLVD	90401		
4	16803	6179	H40	M400	GE	400 WATT HPS	1533	LINCOLN BLVD	90401		
4	16814	6183	H40	M400	GE	400 WATT HPS	1601	LINCOLN BLVD	90404		
4	16822	6176	H40	M400	GE	400 WATT HPS	1637	LINCOLN BLVD	90404		
4	16832	6218	H40	M400	GE	400 WATT HPS	1670	LINCOLN BLVD	90404		
4	16829	6217	H40	M400	GE	400 WATT HPS	1650	LINCOLN BLVD	90404		
4	16791	6211	H40	M400	GE	400 WATT HPS	1444	LINCOLN BLVD	90401		
4	16784	6219	H40	M400	GE	400 WATT HPS	1418	LINCOLN BLVD	90401		
4	16807	6210	H40	M400	GE	400 WATT HPS	1560	LINCOLN BLVD	90401		
4	16825	6171	H40	M400	GE	400 WATT HPS	1669	LINCOLN BLVD	90404		
4	17329	10227	H25	M400	GE	250 WATT HPS	2008	OLYMPIC BLVD	90404		
4	17333	3102	H25	M400	GE	250 WATT HPS	1920	OLYMPIC BLVD	90404		
4	16004	2826	H10	M250	E	100 WATT HPS	2119	PENNSYLVANIA AVE	90404		
4	16007	2773	H10	M250	GE	100 WATT HPS	2153	PENNSYLVANIA AVE	90404		
4	17518	7197	H20	M400	GE	200 WATT HPS	406	SANTA MONICA BLVD	90401		
4	16781	6214	H40	M400	GE	400 WATT HPS	718	SANTA MONICA BLVD	90401		
4	17471	7243	H20	M400	GE	200 WATT HPS	395	SANTA MONICA PLACE	90401		

**Application 5**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	0	1	0	22	0	0	0	0	0	23

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
5	18582	1231	H25	M-400A2	GE	250 WATT HPS	2901	28TH ST	90405		
5	18586	1224	H25	M-400A2	GE	250 WATT HPS	2951	28TH ST BLDG V	90405		
5	18584	1249	H25	M-400A2	GE	250 WATT HPS	2800	28TH ST SUITE 30	90405		
5	13133	726	H25	M-400A2	GE	250 WATT HPS	2950	31ST ST	90405		
5	13151	1268	H15	M-250A2	GE	150 WATT HPS	2800	DONALD DOUGLAS LOOP NORTH	90405		
5	18556	1832	H25	M-400A2	GE	250 WATT HPS	2572	OCEAN PARK BLVD	90405		
5	488	1062	H25	M-400A2	GE	250 WATT HPS	2900	OCEAN PARK BLVD	90405		
5	485	722	H25	M-400A2	GE	250 WATT HPS	3100	OCEAN PARK BLVD	90405		
5	13076	499	H25	M-400A2	GE	250 WATT HPS	3250	OCEAN PARK BLVD	90405		
5	13089	664	H25	M-400A2	GE	250 WATT HPS	3150	OCEAN PARK BLVD	90405		
5	13053	28	H25	M-400A2	GE	250 WATT HPS	3420	OCEAN PARK BLVD	90405		
5	13057	30	H25	M-400A2	GE	250 WATT HPS	3420	OCEAN PARK BLVD	90405		
5	13065	52	H25	M-400A2	GE	250 WATT HPS	3420	OCEAN PARK BLVD	90405		
5	13104	966	H25	M-400A2	GE	250 WATT HPS	2940	OCEAN PARK BLVD	90405		
5	13102	922	H25	M-400A2	GE	250 WATT HPS	3000	OCEAN PARK BLVD	90405		
5	13160	1223	H25	M-400A2	GE	250 WATT HPS	2716	OCEAN PARK BLVD	90405		
5	13112	1122	H25	M-400A2	GE	250 WATT HPS	2900	OCEAN PARK BLVD	90405		
5	13097	743	H25	M-400A2	GE	250 WATT HPS	3100	OCEAN PARK BLVD	90405		
5	18563	1605	H25	M-400A2	GE	250 WATT HPS	2716	OCEAN PARK BLVD	90405		
5	18565	1281	H25	M-400A2	GE	250 WATT HPS	2716	OCEAN PARK BLVD	90405		
5	18567	1246	H25	M-400A2	GE	250 WATT HPS	2716	OCEAN PARK BLVD	90405		
5	18579	1251	H25	M-400A2	GE	250 WATT HPS	2716	OCEAN PARK BLVD	90405		
5	18547	1942	H25	M-400A2	GE	250 WATT HPS	2470	OCEAN PARK BLVD	90405		

**Application 6**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	0	0	6	14	0	0	5	0	0	25

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
6	14512	1318	H25	M400	GE	250 WATT HPS	2601	BROADWAY	90404		
6	14517	1307	H25	M400	GE	250 WATT HPS	2602	BROADWAY	90404		
6	14507	1572	H25	M400	GE	250 WATT HPS	2500	BROADWAY	90404		
6	14509	1419	H25	M400	GE	250 WATT HPS	2500	BROADWAY	90404		
6	8255	10271	H25	M400	GE	250 WATT HPS	1644	CLOVERFIELD BLVD	90404		
6	8256	10270	H25	M400	GE	250 WATT HPS	1644	CLOVERFIELD BLVD	90404		
6	8257	10269	H25	M400	GE	250 WATT HPS	1644	CLOVERFIELD BLVD	90404		
6	15888	2084	H25	M400	GE	250 WATT HPS	1601	CLOVERFIELD BLVD	90404		
6	15893	2155	H40	M400	GE	400 WATT HPS	1601	CLOVERFIELD BLVD	90404		
6	15897	10215	H40	M400	GE	400 WATT HPS	1601	CLOVERFIELD BLVD	90404		
6	15895	2382	H40	M400	GE	400 WATT HPS	1644	CLOVERFIELD BLVD	90404		
6	8254	10272	H25	M400	GE	250 WATT HPS	2200	COLORADO AVE	90404		
6	11398	8503	H25	M400	GE	250 WATT HPS	100	MONTANA AVE	90403		
6	18628	8532	H20	M-400A	GE	200 WATT HPS	850	OCEAN AVE	90403		
6	18630	8533	H20	M-400A	GE	200 WATT HPS	885	OCEAN AVE	90403		
6	16959	8337	H20	M-400A	GE	200 WATT HPS	815	OCEAN AVE	90403		
6	18627	8339	H20	M-400A	GE	200 WATT HPS	849	OCEAN AVE	90403		
6	18632	8338	H20	M-400A	GE	200 WATT HPS	849	OCEAN AVE	90403		
6	11394	8333	H25	M400	GE	250 WATT HPS	757	OCEAN AVE NO 103	90402		
6	16961	8398	H20	M-400A	GE	200 WATT HPS	801	OCEAN AVE NO 205	90403		
6	11397	8287	H25	M400	GE	250 WATT HPS	801	OCEAN AVE NO 205	90403		
6	15882	2011	H25	M400	GE	250 WATT HPS	2425	OLYMPIC BLVD	90404		
6	15885	2049	H25	M400	GE	250 WATT HPS	2425	OLYMPIC BLVD	90404		
6	15904	2231	H40	M400	GE	400 WATT HPS	2308	OLYMPIC BLVD	90404		
6	15901	2339	H40	M400	GE	400 WATT HPS	2296	OLYMPIC BLVD	90404		

**Application 7**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	6	0	0	25	0	0	0	0	0	31

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
7	7912	11815	H25	M400	GE	250 WATT HPS	220	BROADWAY	90401		
7	11311	8676	H25	M400	GE	250 WATT HPS	2654	MAIN ST	90405		
7	11307	12268	H25	M400	GE	250 WATT HPS	2635	NEILSON WAY	90405		
7	11317	12266	H25	M400	GE	250 WATT HPS	2623	NEILSON WAY	90405		
7	11318	12266	H25	M400	GE	250 WATT HPS	2623	NEILSON WAY	90405		
7	11308	8809	H25	M400	GE	250 WATT HPS	2657	NEILSON WAY	90405		
7	5585	11632	H25	M400	GE	250 WATT HPS	1176	OCEAN FRONT	90401		
7	5594	11635	H25	M400	GE	250 WATT HPS	1100	OCEAN FRONT	90401		
7	5625	11631	H25	M400	GE	250 WATT HPS	1199	OCEAN FRONT	90401		
7	5626	11631	H25	M400	GE	250 WATT HPS	1199	OCEAN FRONT	90401		
7	5586	11632	H25	M400	GE	250 WATT HPS	1176	OCEAN FRONT	90401		
7	5588	11633	H25	M400	GE	250 WATT HPS	1160	OCEAN FRONT	90401		
7	5589	11633	H25	M400	GE	250 WATT HPS	1160	OCEAN FRONT	90401		
7	5591	11634	H25	M400	GE	250 WATT HPS	1130	OCEAN FRONT	90401		
7	5592	11634	H25	M400	GE	250 WATT HPS	1130	OCEAN FRONT	90401		
7	5595	11635	H25	M400	GE	250 WATT HPS	1100	OCEAN FRONT	90401		
7	18425	11623	H10	M250	GE	100 WATT HPS	1326	OCEAN FRONT WALK	90401		
7	18426	11623	H10	M250	GE	100 WATT HPS	1326	OCEAN FRONT WALK	90401		
7	18419	11622	H10	M250	GE	100 WATT HPS	1455	OCEAN FRONT WALK	90401		
7	18420	11622	H10	M250	GE	100 WATT HPS	1455	OCEAN FRONT WALK	90401		
7	18422	11621	H10	M400	GE	100 WATT HPS	1318	OCEAN FRONT WALK	90401		
7	18423	11621	H10	M250	GE	100 WATT HPS	1318	OCEAN FRONT WALK	90401		
7	11314	8606	H25	M400	GE	250 WATT HPS	184	OCEAN PARK BLVD	90405		
7	5616	11625	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5617	11625	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5618	11626	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5619	11626	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5621	11629	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5622	11629	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5623	11630	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		
7	5624	11630	H25	M400	GE	250 WATT HPS	1200	PALISADES BEACH RD	90401		

### Application 8

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	86	7	50	54	11	0	2	0	0	210

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
8	20	7932	H10	M250	GE	100 WATT HPS	1047	2ND ST	90403		
8	11422	7873	H10	M250	GE	100 WATT HPS	1109	2ND ST	90403		
8	18	7937	H15	M250	GE	150 WATT HPS	1137	2ND ST	90403		
8	11406	7933	H15	M250	GE	150 WATT HPS	1111	2ND ST	90403		
8	27	7198	H20	M400	GE	200 WATT HPS	1443	4TH ST	90401		
8	17516	7290	H20	M400	GE	200 WATT HPS	1412	4TH ST	90401		
8	17505	7288	H20	M400	GE	200 WATT HPS	1440	4TH ST	90401		
8	17510	7259	H25	M400	GE	250 WATT HPS	1422	4TH ST	90401		
8	17508	7226	H25	M400	GE	250 WATT HPS	1427	4TH ST	90401		
8	160	4430	H10	M250	GE	100 WATT HPS	1762	15TH ST	90404		
8	8099	4416	H10	M250	GE	100 WATT HPS	1754	15TH ST	90404		
8	164	4240	H10	M250	GE	100 WATT HPS	1848	16TH ST	90404		
8	163	4201	H10	M250	GE	100 WATT HPS	1848	16TH ST	90404		
8	323	3972	H10	M250	GE	100 WATT HPS	1847	16TH ST	90404		
8	8113	4051	H10	M250	GE	100 WATT HPS	1759	16TH ST	90404		
8	8115	3982	H10	M250	GE	100 WATT HPS	1759	16TH ST	90404		
8	11760	4183	H20	M400	GE	200 WATT HPS	1214	16TH ST	90404		
8	325	4048	H25	M400	GE	250 WATT HPS	1847	16TH ST	90404		
8	8125	4182	H25	M400	GE	250 WATT HPS	1838	16TH ST	90404		
8	8118	4050	H25	M400	GE	250 WATT HPS	1811	16TH ST	90404		
8	8120	4179	H25	M400	GE	250 WATT HPS	1818	16TH ST	90404		
8	8106	4184	H10	M250	GE	100 WATT HPS	1748	16TH ST UNIT B	90404		
8	8123	4049	H25	M400	GE	250 WATT HPS	1827	16TH STREET 105	90404		
8	327	3952	H10	M250	GE	100 WATT HPS	1802	17TH ST	90404		
8	321	3669	H10	M250	GE	100 WATT HPS	1802	18TH ST	90404		
8	322	3591	H10	M250	GE	175 WATT MH	1802	18TH ST	90404		
8	330	3610	H10	M250	GE	100 WATT HPS	1760	18TH ST	90404		
8	8152	3546	H10	M250	GE	175 WATT MH	1847	18TH ST	90404		
8	8154	3491	H10	M250	GE	100 WATT HPS	1847	18TH ST	90404		
8	8150	3594	H10	M250	GE	175 WATT MH	1838	18TH ST	90404		
8	8155	3589	H10	M250	GE	100 WATT HPS	1902	18TH ST	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
8	8176	3545	H10	M250	GE	175 WATT MH	1811	18TH ST	90404		
8	8145	3586	H10	M250	GE	100 WATT HPS	1944	18TH ST	90404		
8	8151	3544	H10	M250	GE	175 WATT MH	1827	18TH ST	90404		
8	8173	3596	H10	M250	GE	175 WATT MH	1822	18TH ST	90404		
8	8143	3584	H10	M250	GE	100 WATT HPS	1964	18TH ST	90404		
8	8156	3542	H10	M250	GE	100 WATT HPS	1927	18TH ST	90404		
8	8134	3540	H10	M250	GE	100 WATT HPS	1953	18TH ST	90404		
8	8165	3543	H10	M250	GE	100 WATT HPS	1913	18TH ST	90404		
8	8139	3582	H10	M250	GE	100 WATT HPS	2016	18TH ST	90404		
8	8141	3539	H10	M250	GE	100 WATT HPS	2005	18TH ST	90404		
8	20001	3580	H10	M250	GE	100 WATT HPS	1748	18TH ST	90404		
8	15627	3063	H25	M400	GE	250 WATT HPS	1634	18TH ST	90404		
8	8167	3588	H10	M250	GE	100 WATT HPS	1922	18TH ST NO 4	90404		
8	8193	3361	H10	M250	GE	100 WATT HPS	1824	19TH ST	90404		
8	8210	3362	H10	M250	GE	100 WATT HPS	1838	19TH ST	90404		
8	8180	3310	H10	M250	GE	100 WATT HPS	1807	19TH ST	90404		
8	8181	3313	H10	M250	GE	100 WATT HPS	1827	19TH ST	90404		
8	8237	3360	H10	M250	GE	100 WATT HPS	2024	19TH ST	90404		
8	8232	3324	H10	M250	GE	100 WATT HPS	2019	19TH ST	90404		
8	8200	3462	H10	M250	GE	100 WATT HPS	1904	19TH ST	90404		
8	8202	3355	H10	M250	GE	100 WATT HPS	1904	19TH ST	90404		
8	8201	3356	H10	M250	GE	100 WATT HPS	1918	19TH ST	90404		
8	8223	3357	H10	M250	GE	100 WATT HPS	1938	19TH ST	90404		
8	8222	3359	H10	M250	GE	100 WATT HPS	1958	19TH ST	90404		
8	8221	3322	H10	M250	GE	100 WATT HPS	2001	19TH ST	90404		
8	8216	3332	H10	M250	GE	100 WATT HPS	1907	19TH ST	90404		
8	8230	3358	H10	M250	GE	100 WATT HPS	2004	19TH ST	90404		
8	8214	3303	H10	M250	GE	100 WATT HPS	1901	19TH ST	90404		
8	8228	3327	H10	M250	GE	100 WATT HPS	1947	19TH ST	90404		
8	8218	3330	H10	M250	GE	100 WATT HPS	1923	19TH ST	90404		
8	8183	3401	H10	M250	GE	100 WATT HPS	1760	19TH ST	90404		
8	19886	3276	H10	M250	GE	100 WATT HPS	1801	19TH ST	90404		
8	8208	3256	H10	M250	GE	100 WATT HPS	1900	20TH ST	90404		
8	15608	3046	H25	M400	GE	250 WATT HPS	1595	20TH ST	90404		
8	15633	3051	H25	M400	GE	250 WATT HPS	1653	20TH ST	90404		
8	15611	3156	H25	M400	GE	250 WATT HPS	1556	20TH ST	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
8	15630	3119	H25	M400	GE	250 WATT HPS	1634	20TH ST	90404		
8	15635	3121	H25	M400	GE	250 WATT HPS	1668	20TH ST	90404		
8	2931	2705	H25	M400	GE	250 WATT HPS	1328	22ND ST	90404		
8	2743	1397	H10	M250R	GE	100 WATT HPS	1545	26TH ST	90404		
8	2744	1373	H10	M250R	GE	100 WATT HPS	2602	BROADWAY	90404		
8	11412	8050	H10	M250	GE	100 WATT HPS	123	CALIFORNIA AVE	90403		
8	11414	8250	H15	M250	GE	150 WATT HPS	101	CALIFORNIA AVE APT 0206	90403		
8	11409	7939	H10	M250	GE	100 WATT HPS	211	CALIFORNIA AVE NO 403	90403		
8	11411	7759	H10	M250	GE	100 WATT HPS	211	CALIFORNIA AVE NO 403	90403		
8	444	1910	H20	M400	GE	200 WATT HPS	1197	CHELSEA AVE	90403		
8	8304	12168	H10	M250	GE	100 WATT HPS	1720	CLOVERFIELD BLVD	90404		
8	8307	12169	H10	M250	GE	100 WATT HPS	1742	CLOVERFIELD BLVD	90404		
8	8319	12172	H10	M250	GE	100 WATT HPS	1707	CLOVERFIELD BLVD	90404		
8	8311	12170	H10	M250	GE	100 WATT HPS	1752	CLOVERFIELD BLVD	90404		
8	8325	12173	H10	M250	GE	100 WATT HPS	1723	CLOVERFIELD BLVD	90404		
8	8315	12171	H10	M250	GE	100 WATT HPS	1776	CLOVERFIELD BLVD	90404		
8	8303	12168	H31	M400	GE	310 WATT HPS	1728	CLOVERFIELD BLVD	90404		
8	8306	12169	H31	M400	GE	310 WATT HPS	1742	CLOVERFIELD BLVD	90404		
8	457	2387	H31	M400	GE	310 WATT HPS	1776	CLOVERFIELD BLVD	90404		
8	8318	12172	H31	M400	GE	310 WATT HPS	1707	CLOVERFIELD BLVD	90404		
8	8310	12170	H31	M400	GE	310 WATT HPS	1752	CLOVERFIELD BLVD	90404		
8	8295	2234	H31	M400	GE	310 WATT HPS	1819	CLOVERFIELD BLVD	90404		
8	8296	2333	H31	M400	GE	310 WATT HPS	1802	CLOVERFIELD BLVD	90404		
8	8300	2296	H31	M400	GE	310 WATT HPS	1751	CLOVERFIELD BLVD	90404		
8	8329	12174	H31	M400	GE	310 WATT HPS	1751	CLOVERFIELD BLVD	90404		
8	8324	12173	H31	M400	GE	310 WATT HPS	1723	CLOVERFIELD BLVD	90404		
8	8314	12171	H31	M400	GE	310 WATT HPS	1776	CLOVERFIELD BLVD	90404		
8	500	107	H20	M-250A2	GE	200 WATT HPS	3212	COLORADO AVE	90404		
8	2829	1258	H20	M400	GE	200 WATT HPS	2615	COLORADO AVE	90404		
8	3079	9527	H25	M400	GE	250 WATT HPS	2220	COLORADO AVE	90404		
8	8368	9605	H25	M400	GE	250 WATT HPS	2220	COLORADO AVE	90404		
8	15595	2891	H25	M400	GE	250 WATT HPS	2120	COLORADO AVE	90404		
8	15599	2974	H25	M400	GE	250 WATT HPS	2100	COLORADO AVE	90404		
8	15605	3014	H25	M400	GE	250 WATT HPS	2100	COLORADO AVE	90404		
8	15623	3025	H25	M400	GE	250 WATT HPS	2100	COLORADO AVE	90404		
8	15616	3122	H25	M400	GE	250 WATT HPS	1920	COLORADO AVE	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
8	15620	3123	H25	M400	GE	250 WATT HPS	1920	COLORADO AVE	90404		
8	15587	9525	H25	M400	GE	250 WATT HPS	2200	COLORADO AVE	90404		
8	15590	9524	H25	M400	GE	250 WATT HPS	2200	COLORADO AVE	90404		
8	324	3990	H10	M250	GE	100 WATT HPS	1618	DELAWARE AVE	90404		
8	8198	3269	H10	M250	GE	100 WATT HPS	1901	DELAWARE AVE	90404		
8	8199	3317	H10	M250	GE	100 WATT HPS	1901	DELAWARE AVE	90404		
8	8212	3404	H10	M250	GE	100 WATT HPS	1821	DELAWARE AVE	90404		
8	8149	3668	H10	M250	GE	100 WATT HPS	1720	DELAWARE AVE	90404		
8	8169	12162	H10	M250	GE	100 WATT HPS	1727	DELAWARE AVE	90404		
8	8153	3515	H10	M250	GE	100 WATT HPS	1802	DELAWARE AVE	90404		
8	108	5867	H25	M-400A2	GE	250 WATT HPS	2601	LINCOLN BLVD	90405		
8	109	5929	H25	M-400A2	GE	250 WATT HPS	2601	LINCOLN BLVD	90405		
8	110	5761	H25	M-400A2	GE	250 WATT HPS	2601	LINCOLN BLVD	90405		
8	159	4356	H10	M250	GE	100 WATT HPS	1503	MICHIGAN AVE	90404		
8	161	4454	H10	M250	GE	100 WATT HPS	1413	MICHIGAN AVE	90404		
8	326	3998	H10	M250	GE	100 WATT HPS	1610	MICHIGAN AVE	90404		
8	8191	3257	H10	M250	GE	100 WATT HPS	1992	MICHIGAN AVE	90404		
8	320	3517	H10	M250	GE	100 WATT HPS	1810	MICHIGAN AVE	90404		
8	319	3538	H10	M250	GE	100 WATT HPS	1801	MICHIGAN AVE	90404		
8	329	3485	H10	M250	GE	100 WATT HPS	1801	MICHIGAN AVE	90404		
8	328	3907	H10	M250	GE	100 WATT HPS	1631	MICHIGAN AVE	90404		
8	162	4491	H10	M250	GE	100 WATT HPS	1413	MICHIGAN AVE	90404		
8	158	4296	H10	M250	GE	100 WATT HPS	1513	MICHIGAN AVE	90404		
8	8182	3363	H10	M250	GE	100 WATT HPS	1824	MICHIGAN AVE	90404		
8	8189	3459	H10	M250	GE	100 WATT HPS	1824	MICHIGAN AVE	90404		
8	8110	4198	H10	M250	GE	100 WATT HPS	1529	MICHIGAN AVE	90404		
8	8101	4366	H10	M250	GE	100 WATT HPS	1513	MICHIGAN AVE	90404		
8	8289	2427	H10	M250	GE	100 WATT HPS	2230	MICHIGAN AVE	90404		
8	8104	4228	H10	M250	GE	100 WATT HPS	1520	MICHIGAN AVE	90404		
8	8128	4177	H25	M400	GE	250 WATT HPS	1530	MICHIGAN AVE	90404		
8	17	7980	H15	M250	GE	150 WATT HPS	1133	OCEAN AVE	90403		
8	19	7978	H15	M250	GE	150 WATT HPS	1133	OCEAN AVE	90403		
8	11415	8113	H15	M250	GE	150 WATT HPS	1133	OCEAN AVE	90403		
8	11419	7991	H15	M250	GE	150 WATT HPS	1133	OCEAN AVE	90403		
8	6221	11934	H20	M250	GE	200 WATT HPS	1819	OCEAN AVE	90401		
8	6209	11930	H40	M400	GE	400 WATT HPS	1819	OCEAN AVE	90401		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
8	2051	3272	H25	M-250A2	GE	250 WATT HPS	2007	OCEAN PARK BLVD	90405		
8	8135	3541	H10	M250	GE	100 WATT HPS	1801	PICO BLVD	90405		
8	8234	3326	H10	M250	GE	100 WATT HPS	1905	PICO BLVD	90405		
8	6237	11938	H40	M400	GE	400 WATT HPS	144	PICO BLVD	90405		
8	2831	1110	H20	M400	GE	200 WATT HPS	1553	PRINCETON ST	90404		
8	17522	11846	H20	M400	GE	200 WATT HPS	332	SANTA MONICA BLVD	90401		
8	445	2487	H25	M400	GE	250 WATT HPS	2221	SANTA MONICA BLVD	90404		
8	2908	2419	H25	M400	GE	250 WATT HPS	2300	SANTA MONICA BLVD	90404		
8	2933	2698	H25	M400	GE	250 WATT HPS	2200	SANTA MONICA BLVD	90404		
8	11600	12284	H20	M250A2	GE	200 WATT HPS	2602	WASHINGTON AVE	90403		
8	11597	12283	H20	M250A2	GE	200 WATT HPS	2527	WASHINGTON AVE	90403		
8	11610	1474	H25	M250A2	GE	250 WATT HPS	2526	WASHINGTON AVE	90403		
8	11701	1802	H20	M400	GE	200 WATT HPS	2491	WILSHIRE BLVD	90403		
8	11704	1841	H20	M400	GE	200 WATT HPS	2465	WILSHIRE BLVD	90403		
8	482	1064	H20	M400	GE	200 WATT HPS	2730	WILSHIRE BLVD	90403		
8	480	926	H20	M400	GE	200 WATT HPS	2800	WILSHIRE BLVD	90403		
8	481	991	H20	M400	GE	200 WATT HPS	2800	WILSHIRE BLVD	90403		
8	443	1801	H20	M400	GE	200 WATT HPS	2460	WILSHIRE BLVD	90403		
8	2670	1235	H20	M400	GE	200 WATT HPS	2621	WILSHIRE BLVD	90403		
8	3138	3613	H20	M400	GE	200 WATT HPS	1730	WILSHIRE BLVD	90403		
8	11639	888	H20	M400	GE	200 WATT HPS	2811	WILSHIRE BLVD	90403		
8	11643	942	H20	M400	GE	200 WATT HPS	2811	WILSHIRE BLVD	90403		
8	11649	1097	H20	M400	GE	200 WATT HPS	2719	WILSHIRE BLVD	90403		
8	11646	1020	H20	M400	GE	200 WATT HPS	2729	WILSHIRE BLVD	90403		
8	11680	1183	H20	M400	GE	200 WATT HPS	2631	WILSHIRE BLVD	90403		
8	11652	1126	H20	M400	GE	200 WATT HPS	2711	WILSHIRE BLVD	90403		
8	11659	1116	H20	M400	GE	200 WATT HPS	2702	WILSHIRE BLVD	90403		
8	11664	1124	H20	M400	GE	200 WATT HPS	2702	WILSHIRE BLVD	90403		
8	11657	1027	H20	M-250A2	GE	200 WATT HPS	2730	WILSHIRE BLVD	90403		
8	11717	1260	H20	M400	GE	200 WATT HPS	2600	WILSHIRE BLVD	90403		
8	11714	1184	H20	M400	GE	200 WATT HPS	2636	WILSHIRE BLVD	90403		
8	11694	1638	H20	M400	GE	200 WATT HPS	2515	WILSHIRE BLVD	90403		
8	11697	1708	H20	M400	GE	200 WATT HPS	2501	WILSHIRE BLVD	90403		
8	11711	2037	H20	M400	GE	200 WATT HPS	2421	WILSHIRE BLVD	90403		
8	11708	1961	H20	M400	GE	200 WATT HPS	2425	WILSHIRE BLVD	90403		
8	11770	3684	H20	M400	GE	200 WATT HPS	1719	WILSHIRE BLVD	90403		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
8	11767	3608	H20	M400	GE	200 WATT HPS	1727	WILSHIRE BLVD	90403		
8	11747	3681	H20	M400	GE	200 WATT HPS	1730	WILSHIRE BLVD	90403		
8	11743	2071	H20	M400	GE	200 WATT HPS	2412	WILSHIRE BLVD	90403		
8	11735	1868	H20	M400	GE	200 WATT HPS	2444	WILSHIRE BLVD	90403		
8	11738	1911	H20	M400	GE	200 WATT HPS	2444	WILSHIRE BLVD	90403		
8	11741	1962	H20	M400	GE	200 WATT HPS	2424	WILSHIRE BLVD	90403		
8	11728	1669	H20	M400	GE	200 WATT HPS	2512	WILSHIRE BLVD	90403		
8	11731	1706	H20	M400	GE	200 WATT HPS	2504	WILSHIRE BLVD	90403		
8	11774	3964	H20	M400	GE	200 WATT HPS	1601	WILSHIRE BLVD	90403		
8	11777	4006	H20	M400	GE	200 WATT HPS	1601	WILSHIRE BLVD	90403		
8	11780	4186	H20	M400	GE	200 WATT HPS	1529	WILSHIRE BLVD	90403		
8	11752	3956	H20	M400	GE	200 WATT HPS	1620	WILSHIRE BLVD	90403		
8	11758	4031	H20	M400	GE	200 WATT HPS	1610	WILSHIRE BLVD	90403		
8	11764	4257	H20	M400	GE	200 WATT HPS	1524	WILSHIRE BLVD	90403		
8	11674	736	H25	M-400A2	GE	250 WATT HPS	2901	WILSHIRE BLVD	90403		
8	11676	762	H25	M-400A2	GE	250 WATT HPS	2901	WILSHIRE BLVD	90403		
8	11678	832	H25	M-400A2	GE	250 WATT HPS	2839	WILSHIRE BLVD	90403		
8	11685	1319	H25	M400	GE	250 WATT HPS	2601	WILSHIRE BLVD	90403		
8	11687	1407	H25	M400	GE	250 WATT HPS	2601	WILSHIRE BLVD	90403		
8	11666	833	H25	M-400A2	GE	250 WATT HPS	2828	WILSHIRE BLVD	90403		
8	11668	785	H25	M-400A2	GE	250 WATT HPS	2828	WILSHIRE BLVD	90403		
8	11671	739	H25	M-400A2	GE	250 WATT HPS	2910	WILSHIRE BLVD	90403		
8	11690	1561	H25	M400	GE	250 WATT HPS	2525	WILSHIRE BLVD	90403		
8	11333	3730	H25	M400	GE	250 WATT HPS	1700	WILSHIRE BLVD	90403		
8	11329	3799	H25	M400	GE	250 WATT HPS	1701	WILSHIRE BLVD	90403		
8	11331	3725	H25	M400	GE	250 WATT HPS	1701	WILSHIRE BLVD	90403		
8	11723	1562	H25	M400	GE	250 WATT HPS	2524	WILSHIRE BLVD	90403		
8	11725	1563	H25	M400	GE	250 WATT HPS	2524	WILSHIRE BLVD	90403		
8	11339	3893	H25	M400	GE	250 WATT HPS	1629	WILSHIRE BLVD	90403		
8	11335	3906	H25	M400	GE	250 WATT HPS	1626	WILSHIRE BLVD	90403		
8	11337	3807	H25	M400	GE	250 WATT HPS	1626	WILSHIRE BLVD	90403		
8	19343	500	H25	M400A2	GE	250 WATT HPS	3021	WILSHIRE BLVD	90403		
8	19346	467	H25	M400A2	GE	250 WATT HPS	3032	WILSHIRE BLVD	90403		
8	19352	353	H25	M400A2	GE	250 WATT HPS	3112	WILSHIRE BLVD	90403		
8	19349	384	H25	M400A2	GE	250 WATT HPS	3105	WILSHIRE BLVD	90403		

**Application 9**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	29	8	24	57	2	0	0	0	0	120

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
9	16085	12161	H20	M400	GE	200 WATT HPS	801	2ND ST	90403		
9	19339	8247	H25	M400	GE	250 WATT HPS	2420	2ND ST	90405		
9	16091	7588	H10	M250	GE	100 WATT HPS	814	3RD ST	90403		
9	10038	12160	H20	M400	GE	200 WATT HPS	802	3RD ST UNIT B	90403		
9	9904	6895	H15	M250	GE	150 WATT HPS	2498	6TH ST	90405		
9	9910	6900	H15	M250	GE	150 WATT HPS	2564	6TH ST	90405		
9	9918	6883	H15	M250	GE	150 WATT HPS	2428	6TH ST	90405		
9	9906	6892	H15	M250	GE	150 WATT HPS	2525	6TH ST	90405		
9	9912	6899	H15	M250	GE	150 WATT HPS	2547	6TH ST	90405		
9	9916	6876	H15	M250	GE	150 WATT HPS	2328	6TH ST	90405		
9	16675	3880	H10	M250	GE	100 WATT HPS	2070	17TH ST	90404		
9	16677	3878	H10	M250	GE	100 WATT HPS	2030	17TH ST	90404		
9	16685	3877	H10	M250	GE	100 WATT HPS	1986	17TH ST	90404		
9	16688	3874	H10	M250	GE	100 WATT HPS	1944	17TH ST	90404		
9	16695	3870	H10	M250	GE	100 WATT HPS	1900	17TH ST	90404		
9	8130	3689	H10	M250	GE	100 WATT HPS	1757	17TH ST	90404		
9	16712	3785	H10	M250	GE	100 WATT HPS	1833	17TH ST	90404		
9	16690	3780	H10	M250	GE	100 WATT HPS	1933	17TH ST	90404		
9	16719	3782	H10	M250	GE	100 WATT HPS	1813	17TH ST	90404		
9	16693	3789	H10	M250	GE	100 WATT HPS	1911	17TH ST	90404		
9	16679	3775	H10	M250	GE	100 WATT HPS	1963	17TH ST	90404		
9	16684	3778	H10	M250	GE	100 WATT HPS	1943	17TH ST	90404		
9	16724	3801	H10	M250	GE	100 WATT HPS	1757	17TH ST	90404		
9	16727	3872	H10	M250	GE	100 WATT HPS	1746	17TH ST	90404		
9	16709	3879	H10	M250	GE	100 WATT HPS	1844	17TH ST	90404		
9	16707	3901	H10	M250	GE	100 WATT HPS	1848	17TH ST	90404		
9	16717	3873	H10	M250	GE	100 WATT HPS	1802	17TH ST	90404		
9	16714	3882	H10	M250	GE	100 WATT HPS	1820	17TH ST	90404		
9	9920	6880	H15	M250	GE	150 WATT HPS	2454	BEVERLEY AVE	90405		
9	9913	6865	H15	M250	GE	150 WATT HPS	2428	BEVERLEY AVE	90405		
9	16730	3943	H10	M250	GE	100 WATT HPS	1662	DELAWARE AVE	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
9	16701	3691	H10	M250	GE	100 WATT HPS	1711	DELAWARE AVE	90404		
9	16704	3787	H10	M250	GE	100 WATT HPS	1711	DELAWARE AVE	90404		
9	16697	3736	H10	M250	GE	100 WATT HPS	1702	DELAWARE AVE	90404		
9	8716	6138	H25	M400	GE	250 WATT HPS	1735	LINCOLN BLVD	90404		
9	8713	6252	H25	M400	GE	250 WATT HPS	1732	LINCOLN BLVD	90404		
9	8694	6058	H31	M400	GE	310 WATT HPS	2221	LINCOLN BLVD	90405		
9	8693	6178	H31	M400	GE	310 WATT HPS	2316	LINCOLN BLVD	90405		
9	19336	8279	H25	M400	GE	250 WATT HPS	2440	MAIN ST	90405		
9	16721	3735	H10	M250	GE	100 WATT HPS	1702	MICHIGAN AVE	90404		
9	11439	9538	H25	M400	GE	250 WATT HPS	2838	NEBRASKA AVE	90404		
9	13665	9537	H25	M400	GE	250 WATT HPS	2838	NEBRASKA AVE	90404		
9	13680	9531	H25	M400	GE	250 WATT HPS	2900	NEBRASKA AVE	90404		
9	13673	9532	H25	M400	GE	250 WATT HPS	2900	NEBRASKA AVE	90404		
9	7954	8787	H10	M250	GE	100 WATT HPS	2222	NEILSON WAY 102	90405		
9	12799	8652	H10	M250	GE	100 WATT HPS	1802	OCEAN AVE	90401		
9	8094	8352	H20	M-400A	GE	200 WATT HPS	1133	OCEAN AVE	90403		
9	8096	8351	H20	M-400A	GE	200 WATT HPS	1133	OCEAN AVE	90403		
9	18698	8354	H20	M-400A	GE	200 WATT HPS	1221	OCEAN AVE	90401		
9	18702	8357	H20	M-400A	GE	200 WATT HPS	1299	OCEAN AVE	90401		
9	18711	8356	H20	M-400A	GE	200 WATT HPS	1323	OCEAN AVE	90401		
9	17399	8479	H25	M400	GE	250 WATT HPS	1201	OCEAN AVE	90401		
9	17402	8476	H25	M250	GE	250 WATT HPS	1199	OCEAN AVE	90401		
9	17386	8052	H25	M400	GE	250 WATT HPS	1133	OCEAN AVE	90403		
9	17396	8159	H25	M400	GE	250 WATT HPS	1133	OCEAN AVE	90403		
9	17405	8395	H25	M-400A	GE	250 WATT HPS	1133	OCEAN AVE	90403		
9	17407	8312	H25	M-400A	GE	250 WATT HPS	1133	OCEAN AVE	90403		
9	18704	8403	H25	M-400A	GE	250 WATT HPS	1299	OCEAN AVE	90401		
9	18708	8353	H25	M-400A	GE	250 WATT HPS	1301	OCEAN AVE	90401		
9	11441	9534	H25	M400	GE	250 WATT HPS	2900	OLYMPIC BLVD	90404		
9	11444	9533	H25	M400	GE	250 WATT HPS	2900	OLYMPIC BLVD	90404		
9	13636	85	H25	M400	GE	250 WATT HPS	3142	OLYMPIC BLVD	90404		
9	13639	122	H25	M400	GE	250 WATT HPS	3030	OLYMPIC BLVD	90404		
9	13642	246	H25	M400	GE	250 WATT HPS	3022	OLYMPIC BLVD	90404		
9	13645	302	H25	M400	GE	250 WATT HPS	3014	OLYMPIC BLVD	90404		
9	13648	346	H25	M400	GE	250 WATT HPS	3004	OLYMPIC BLVD	90404		
9	13651	514	H25	M400	GE	250 WATT HPS	2990	OLYMPIC BLVD	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
9	13654	544	H25	M400	GE	250 WATT HPS	2960	OLYMPIC BLVD	90404		
9	13657	661	H25	M400	GE	250 WATT HPS	2940	OLYMPIC BLVD	90404		
9	13660	706	H25	M400	GE	250 WATT HPS	2920	OLYMPIC BLVD	90404		
9	13663	730	H25	M400	GE	250 WATT HPS	2900	OLYMPIC BLVD	90404		
9	11447	9536	H25	M400	GE	250 WATT HPS	2800	OLYMPIC BLVD	90404		
9	13670	9535	H25	M400	GE	250 WATT HPS	2800	OLYMPIC BLVD	90404		
9	7242	1111	H20	M250	GE	200 WATT HPS	2720	PICO BLVD	90405		
9	7255	2069	H20	M250	GE	200 WATT HPS	2350	PICO BLVD	90405		
9	7264	1916	H20	M250	GE	200 WATT HPS	2410	PICO BLVD	90405		
9	7283	1817	H20	M250	GE	200 WATT HPS	2410	PICO BLVD	90405		
9	7169	2012	H20	M250	GE	200 WATT HPS	2411	PICO BLVD	90405		
9	7221	1123	H20	M250	GE	200 WATT HPS	2705	PICO BLVD	90405		
9	7184	1699	H20	M250	GE	200 WATT HPS	2509	PICO BLVD	90405		
9	7292	1645	H20	M250	GE	200 WATT HPS	2526	PICO BLVD	90405		
9	7304	1287	H20	M250	GE	200 WATT HPS	2608	PICO BLVD	90405		
9	7324	1213	H20	M250	GE	200 WATT HPS	2630	PICO BLVD	90405		
9 (Unmatch Lamp)	7212	1253	H20	M250	GE	200 WATT MH	2621	PICO BLVD	90405		
9	7302	1417	H25	M400	GE	250 WATT HPS	2608	PICO BLVD	90405		
9	7181	1855	H20	M250	GE	200 WATT HPS	2501	PICO BLVD FRONT	90405		
9	7156	2099	H20	M250	GE	200 WATT HPS	2301	PICO BLVD NO 35	90405		
9	19150	6461	H20	M400A	GE	200 WATT HPS	701	SANTA MONICA BLVD	90401		
9	18714	8366	H20	M-400A	GE	200 WATT HPS	101	SANTA MONICA BLVD	90401		
9 (Unmatch Lamp)	19176	5889	H20	M400A	GE	200 WATT HPS	888	SANTA MONICA BLVD	90401		
9	11347	6192	H25	M400	GE	250 WATT HPS	801	SANTA MONICA BLVD	90401		
9	11348	9394	H25	M400A	GE	250 WATT HPS	801	SANTA MONICA BLVD	90401		
9	11350	9395	H25	M400	GE	250 WATT HPS	800	SANTA MONICA BLVD	90401		
9	11353	6186	H25	M400	GE	250 WATT HPS	800	SANTA MONICA BLVD	90401		
9	11346	6261	H25	M400	GE	250 WATT HPS	731	SANTA MONICA BLVD	90401		
9	11354	9393	H25	M400	GE	250 WATT HPS	718	SANTA MONICA BLVD	90401		
9	12797	8862	H10	M250	GE	100 WATT HPS	17	VICENTE TER	90401		
9	8078	9015	H10	M250	GE	100 WATT HPS	3	VICENTE TER	90401		
9	12794	9036	H10	M250	GE	100 WATT HPS	3	VICENTE TER	90401		
9	17412	10812	H20	M-400A	GE	200 WATT HPS	100	WILSHIRE BLVD	90401		
9	10893	6471	H25	M400	GE	250 WATT HPS	626	WILSHIRE BLVD	90401		
9	10895	6530	H25	M400	GE	250 WATT HPS	626	WILSHIRE BLVD	90401		
9	10897	6580	H25	M400	GE	250 WATT HPS	626	WILSHIRE BLVD	90401		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
9	10891	6529	H25	M400	GE	250 WATT HPS	631	WILSHIRE BLVD	90401		
9	11325	5330	H25	M400	GE	250 WATT HPS	1101	WILSHIRE BLVD	90401		
9	15965	5378	H25	M400	GE	250 WATT HPS	1101	WILSHIRE BLVD	90401		
9	15967	5518	H25	M400	GE	250 WATT HPS	1025	WILSHIRE BLVD	90401		
9	15509	5345	H25	M400	GE	250 WATT HPS	1104	WILSHIRE BLVD	90401		
9	15969	5460	H25	M400	GE	250 WATT HPS	1020	WILSHIRE BLVD	90401		
9	15971	5523	H25	M400	GE	250 WATT HPS	1020	WILSHIRE BLVD	90401		
9	17384	7982	H25	M400	GE	250 WATT HPS	124	WILSHIRE BLVD	90401		
9	17389	7993	H25	M400	GE	250 WATT HPS	124	WILSHIRE BLVD	90401		
9	17392	8160	H25	M400	GE	250 WATT HPS	124	WILSHIRE BLVD	90401		
9	17410	8323	H25	M-400A	GE	250 WATT HPS	100	WILSHIRE BLVD	90401		
9	17381	7868	H25	M400	GE	250 WATT HPS	202	WILSHIRE BLVD	90401		
9	17372	7766	H25	M400	GE	250 WATT HPS	201	WILSHIRE BLVD	90401		
9	17375	7886	H25	M400	GE	250 WATT HPS	201	WILSHIRE BLVD	90401		
9	10901	6453	H25	M400	GE	250 WATT HPS	699	WILSHIRE BLVD	90401		
9	10903	6432	H25	M400	GE	250 WATT HPS	699	WILSHIRE BLVD	90401		
9	17377	7941	H25	M400	GE	250 WATT HPS	201	WILSHIRE BLVD	90401		

**Application 10**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	27	0	35	54	7	4	0	0	0	<u>127</u>

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
10	12439	7220	H25	M400A	GE	250 WATT HPS	1689	4TH ST	90401		
10	12650	12383	H25	M400A	GE	250 WATT HPS	1689	4TH ST	90401		
10	12444	12381	H25	M400A	GE	250 WATT HPS	1700	4TH ST	90401		
10	12654	12380	H25	M440A	GE	250 WATT HPS	1707	4TH ST	90401		
10	12982	6684	H25	M400	GE	250 WATT HPS	1349	6TH ST	90401		
10	12972	6750	H25	M400	GE	250 WATT HPS	1250	6TH ST	90401		
10	12975	6793	H25	M400	GE	250 WATT HPS	1250	6TH ST	90401		
10	12977	6759	H25	M400	GE	250 WATT HPS	1302	6TH ST	90401		
10	12979	6751	H25	M400	GE	250 WATT HPS	1338	6TH ST	90401		
10	12984	6749	H25	M400	GE	250 WATT HPS	1338	6TH ST	90401		
10	12948	6400	H25	M400	GE	250 WATT HPS	1307	7TH ST	90401		
10	12939	6472	H25	M400	GE	250 WATT HPS	1212	7TH ST	90401		
10	12942	6468	H25	M400	GE	250 WATT HPS	1212	7TH ST	90401		
10	12957	6475	H25	M400	GE	250 WATT HPS	1314	7TH ST	90401		
10	12945	6439	H25	M400	GE	250 WATT HPS	1295	7TH ST	90401		
10 (Unmatch Lamp)	15230	3857	H36	M400	GE	360 WATT HPS	1314	17TH ST APT 0011	90404		
10 (Unmatch Lamp)	15238	3715	H36	M400	GE	360 WATT HPS	1301	17TH ST APT 0103	90404		
10	15170	3570	H10	M-250A2	GE	100 WATT HPS	1558	18TH ST	90404		
10	15174	3666	H10	M-250A2	GE	100 WATT HPS	1558	18TH ST	90404		
10	12040	3532	H10	M-250A2	GE	100 WATT HPS	1333	18TH ST NO 1	90404		
10	14405	3335	H10	M-250A2	GE	100 WATT HPS	910	19TH ST UNIT 10	90403		
10	14896	2828	H20	M400	GE	200 WATT HPS	1155	21ST ST	90403		
10	14193	2851	H10	M-250A2	GE	100 WATT HPS	1118	21ST ST NO 105	90403		
10	15025	2572	H10	M-250A2	GE	100 WATT HPS	1328	22ND ST	90404		
10	15028	2637	H10	M-250A2	GE	100 WATT HPS	1328	22ND ST	90404		
10	15033	2449	H10	M-250A2	GE	100 WATT HPS	1328	22ND ST	90404		
10	15006	9337	H10	M-250A2	GE	100 WATT HPS	1218	23RD ST	90404		
10	15021	2458	H10	M-250A2	GE	100 WATT HPS	1260	23RD ST	90404		
10	15009	9338	H10	M-250A2	GE	100 WATT HPS	1233	23RD ST	90404		
10	15036	2434	H10	M-250A2	GE	100 WATT HPS	1303	23RD ST	90404		
10	15013	9336	H10	M-250A2	GE	100 WATT HPS	1248	23RD ST NO 1	90404		
10	13624	2005	H25	M-400A	GE	250 WATT HPS	754	24TH ST	90402		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
10	12969	6677	H25	M400	GE	250 WATT HPS	603	ARIZONA AVE	90401		
10	12951	6546	H25	M400	GE	250 WATT HPS	625	ARIZONA AVE	90401		
10	12954	6474	H25	M400	GE	250 WATT HPS	632	ARIZONA AVE	90401		
10	12960	6576	H25	M400	GE	250 WATT HPS	624	ARIZONA AVE	90401		
10	12966	6628	H25	M400	GE	250 WATT HPS	604	ARIZONA AVE	90401		
10 (Unmatch Lamp)	15241	3769	H36	M400	GE	360 WATT HPS	1707	ARIZONA AVE	90404		
10 (Unmatch Lamp)	15235	3914	H36	M400	GE	360 WATT HPS	1623	ARIZONA AVE	90404		
10	15017	9334	H10	M-250A2	GE	100 WATT HPS	2307	ARIZONA AVE UNIT 3	90404		
10	14656	320	H20	M400	GE	200 WATT HPS	1551	BERKELEY ST	90404		
10	14739	197	H25	M400	GE	250 WATT HPS	3121	BROADWAY	90404		
10	15069	1960	H25	M400A	GE	250 WATT HPS	2433	BROADWAY ST	90404		
10	12584	2272	H31	M400	GE	310 WATT HPS	1901	CLOVERFIELD BLVD	90404		
10	12594	2291	H31	M400	GE	310 WATT HPS	1819	CLOVERFIELD BLVD	90404		
10	12596	12167	H31	M400	GE	310 WATT HPS	1819	CLOVERFIELD BLVD	90404		
10	12582	12180	H31	M400	GE	310 WATT HPS	1818	CLOVERFIELD BLVD	90404		
10	12599	10213	H31	M400	GE	310 WATT HPS	1818	CLOVERFIELD BLVD	90404		
10	12590	2372	H31	M400	GE	310 WATT HPS	1902	CLOVERFIELD BLVD	90404		
10	12588	10214	H31	M400	GE	310 WATT HPS	1913	CLOVERFIELD BLVD	90405		
10	15178	3697	H10	M-250A2	GE	100 WATT HPS	1701	COLORADO AVE	90404		
10	15166	3502	H10	M-250A2	GE	100 WATT HPS	1805	COLORADO AVE	90404		
10	15160	3454	H10	M-250A2	GE	100 WATT HPS	1823	COLORADO AVE	90404		
10	15157	3342	H10	M-250A2	GE	100 WATT HPS	1831	COLORADO AVE	90404		
10	15152	3278	H10	M-250A2	GE	100 WATT HPS	1909	COLORADO AVE	90404		
10	14659	521	H20	M400	GE	200 WATT HPS	3017	COLORADO AVE	90404		
10	14671	671	H20	M250R	GE	200 WATT HPS	2929	COLORADO AVE	90404		
10	14662	545	H20	M250R	GE	200 WATT HPS	2944	COLORADO AVE	90404		
10	14666	718	H20	M250R	GE	200 WATT HPS	2930	COLORADO AVE	90404		
10	15696	9358	H10	M-250A2	GE	100 WATT HPS	725	LINCOLN BLVD	90402		
10	15711	9355	H10	M-250A2	GE	100 WATT HPS	663	LINCOLN BLVD	90402		
10	15716	6168	H10	M-250A2	GE	100 WATT HPS	603	LINCOLN BLVD	90402		
10	15708	9354	H10	M-250A2	GE	100 WATT HPS	612	LINCOLN BLVD	90402		
10	15703	9357	H10	M-250A2	GE	100 WATT HPS	638	LINCOLN BLVD	90402		
10	15700	9359	H10	M-250A2	GE	100 WATT HPS	728	LINCOLN BLVD NO A	90402		
10	13628	1953	H25	M-400A	GE	250 WATT HPS	2400	MONTANA AVE	90403		
10	12538	8717	H25	M400	GE	250 WATT HPS	1828	OCEAN AVE	90401		
10	12528	8426	H25	M400	GE	250 WATT HPS	1901	OCEAN AVE	90405		
10	12541	8303	H25	M400	GE	250 WATT HPS	1901	OCEAN AVE	90405		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
10	12532	8649	H25	M400	GE	250 WATT HPS	1906	OCEAN AVE	90405		
10	12523	8365	H25	M400	GE	250 WATT HPS	1819	OCEAN AVE	90401		
10	14178	836	H25	M400	GE	250 WATT HPS	2823	SANTA MONICA BLVD	90404		
10	14171	770	H25	M400	GE	250 WATT HPS	2906	SANTA MONICA BLVD	90404		
10	14175	783	H25	M400	GE	250 WATT HPS	2822	SANTA MONICA BLVD	90404		
10	14697	603	H10	M-250A2	GE	100 WATT HPS	1415	STANFORD ST	90404		
10	14227	2695	H10	M-250A2	GE	100 WATT HPS	2121	WILSHIRE BLVD	90403		
10	14284	2119	H20	M400	GE	200 WATT HPS	2403	WILSHIRE BLVD	90403		
10	14275	2311	H20	M400	GE	200 WATT HPS	2319	WILSHIRE BLVD	90403		
10	14279	2163	H20	M400	GE	200 WATT HPS	2325	WILSHIRE BLVD	90403		
10	14224	2708	H20	M400	GE	200 WATT HPS	2121	WILSHIRE BLVD	90403		
10	14221	2656	H20	M400	GE	200 WATT HPS	2201	WILSHIRE BLVD	90403		
10	14239	2555	H20	M400	GE	200 WATT HPS	2201	WILSHIRE BLVD	90403		
10	14232	2660	H20	M400	GE	200 WATT HPS	2200	WILSHIRE BLVD	90403		
10	14234	2586	H20	M400	GE	200 WATT HPS	2210	WILSHIRE BLVD	90403		
10	14229	2712	H20	M400	GE	200 WATT HPS	2122	WILSHIRE BLVD	90403		
10	14272	2392	H20	M400	GE	200 WATT HPS	2320	WILSHIRE BLVD	90403		
10	14281	2159	H20	M400	GE	200 WATT HPS	2320	WILSHIRE BLVD	90403		
10	14287	2118	H20	M400	GE	200 WATT HPS	2402	WILSHIRE BLVD	90403		
10	14905	2887	H20	M400	GE	200 WATT HPS	2033	WILSHIRE BLVD	90403		
10	14912	2979	H20	M400	GE	200 WATT HPS	2025	WILSHIRE BLVD	90403		
10	14893	2762	H20	M400	GE	200 WATT HPS	2111	WILSHIRE BLVD	90403		
10	14933	3258	H20	M400	GE	200 WATT HPS	1907	WILSHIRE BLVD	90403		
10	14939	3290	H20	M400	GE	200 WATT HPS	1901	WILSHIRE BLVD	90403		
10	14948	3370	H20	M400	GE	200 WATT HPS	1801	WILSHIRE BLVD	90403		
10	14951	3471	H20	M400	GE	200 WATT HPS	1801	WILSHIRE BLVD	90403		
10	14957	3514	H20	M400	GE	200 WATT HPS	1801	WILSHIRE BLVD	90403		
10	14945	3387	H20	M400	GE	200 WATT HPS	1824	WILSHIRE BLVD	90403		
10	14954	3466	H20	M400	GE	200 WATT HPS	1824	WILSHIRE BLVD	90403		
10	14960	3506	H20	M400	GE	200 WATT HPS	1808	WILSHIRE BLVD	90403		
10	14942	3284	H20	M400	GE	200 WATT HPS	1902	WILSHIRE BLVD	90403		
10	14936	3250	H20	M400	GE	200 WATT HPS	1932	WILSHIRE BLVD	90403		
10	14913	2975	H20	M400	GE	200 WATT HPS	2020	WILSHIRE BLVD	90403		
10	14899	2842	H20	M400	GE	200 WATT HPS	2110	WILSHIRE BLVD	90403		
10	14901	2805	H20	M400	GE	200 WATT HPS	2110	WILSHIRE BLVD	90403		
10	14908	2904	H20	M400	GE	200 WATT HPS	2030	WILSHIRE BLVD	90403		
10	14246	2418	H25	M400	GE	250 WATT HPS	2301	WILSHIRE BLVD	90403		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
10	14248	2442	H25	M400	GE	250 WATT HPS	2301	WILSHIRE BLVD	90403		
10	14237	2464	H25	M400	GE	250 WATT HPS	2227	WILSHIRE BLVD	90403		
10	14243	2447	H25	M400	GE	250 WATT HPS	2226	WILSHIRE BLVD	90403		
10	14244	2465	H25	M400	GE	250 WATT HPS	2226	WILSHIRE BLVD	90403		
10	14250	2440	H25	M400	GE	250 WATT HPS	2300	WILSHIRE BLVD	90403		
10	14917	3015	H25	M400	GE	250 WATT HPS	2001	WILSHIRE BLVD	90403		
10	14919	3086	H25	M400	GE	250 WATT HPS	2001	WILSHIRE BLVD	90403		
10	14930	3105	H25	M400	GE	250 WATT HPS	1933	WILSHIRE BLVD	90403		
10	14925	3111	H25	M400	GE	250 WATT HPS	1932	WILSHIRE BLVD	90403		
10	14928	3163	H25	M400	GE	250 WATT HPS	1932	WILSHIRE BLVD	90403		
10	15267	4272	H25	M400	GE	250 WATT HPS	1511	WILSHIRE BLVD	90403		
10	15256	4370	H25	M400	GE	250 WATT HPS	1501	WILSHIRE BLVD	90403		
10	15264	4363	H25	M400	GE	250 WATT HPS	1501	WILSHIRE BLVD	90403		
10	15247	4409	H25	M400	GE	250 WATT HPS	1433	WILSHIRE BLVD	90403		
10	15244	4458	H25	M400	GE	250 WATT HPS	1420	WILSHIRE BLVD	90403		
10	15250	4426	H25	M400	GE	250 WATT HPS	1420	WILSHIRE BLVD	90403		
10	15253	4371	H25	M400	GE	250 WATT HPS	1420	WILSHIRE BLVD	90403		
10	15259	4362	H25	M400	GE	250 WATT HPS	1502	WILSHIRE BLVD	90403		
10	15261	4355	H25	M400	GE	250 WATT HPS	1502	WILSHIRE BLVD	90403		
10	14922	3074	H25	M400	GE	250 WATT HPS	2002	WILSHIRE BLVD	90403		
10	14168	768	H25	M400	GE	250 WATT HPS	1349	YALE ST	90404		

**Application 11**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	1	8	85	61	7	0	2	0	0	164

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
11	10748	8245	H20	M400	SEQUOIA	200 WATT HPS	2420	2ND ST	90405		
11	16666	6745	H25	M400	GE	250 WATT HPS	1218	6TH ST	90401		
11	16654	6651	H25	M400	GE	250 WATT HPS	1211	6TH ST	90401		
11	16886	6464	H25	M400	GE	250 WATT HPS	1457	7TH ST	90401		
11	16904	5832	H20	M400	GE	200 WATT HPS	1455	9TH ST	90401		
11	16108	5364	H15	M250	GE	150 WATT HPS	1239	11TH ST	90401		
11	16189	3806	H25	M400	GE	250 WATT HPS	1651	16TH ST	90404		
11	16192	3808	H25	M400	GE	250 WATT HPS	1651	16TH ST	90404		
11	16195	3805	H25	M400	GE	250 WATT HPS	1651	16TH ST	90404		
11	16215	9315	H15	M250	GE	150 WATT HPS	1651	18TH ST	90404		
11	16211	9316	H15	M250	GE	150 WATT HPS	1634	18TH ST	90404		
11	17284	3107	H25	M400	GE	250 WATT HPS	1900	20TH ST	90404		
11	16909	5897	H20	M400	GE	200 WATT HPS	820	BROADWAY	90401		
11	16912	5941	H20	M400	GE	200 WATT HPS	820	BROADWAY	90401		
11	16906	5898	H20	M400	GE	200 WATT HPS	829	BROADWAY	90401		
11	16919	6103	H25	M400	GE	250 WATT HPS	804	BROADWAY	90401		
11	16901	6317	H25	M400	GE	250 WATT HPS	723	BROADWAY	90401		
11	16889	6411	H25	M400	GE	250 WATT HPS	710	BROADWAY	90401		
11	16892	6382	H20	M400	GE	200 WATT HPS	715	BROADWAY STE 320	90401		
11	15980	8350	H25	M-400A	GE	250 WATT HPS	101	CALIFORNIA AVE APT 0206	90403		
11	16946	8549	H20	M-400A	GE	200 WATT HPS	1097	E OCEAN AVE	90403		
11	16940	8544	H20	M-400A	GE	200 WATT HPS	1040	E OCEAN AVE	90403		
11	16943	8547	H20	M-400A	GE	200 WATT HPS	1077	E OCEAN AVE	90403		
11	16951	8542	H20	M-400A	GE	200 WATT HPS	1011	E OCEAN AVE	90403		
11	16955	8541	H20	M-400A	GE	200 WATT HPS	1001	E OCEAN AVE	90403		
11	18656	8539	H20	M-400A	GE	200 WATT HPS	979	E OCEAN AVE	90403		
11	18658	8538	H20	M-400A	GE	200 WATT HPS	927	E OCEAN AVE	90403		
11	18660	8535	H20	M-400A	GE	200 WATT HPS	917	E OCEAN AVE	90403		
11	16916	5963	H20	M400	GE	200 WATT HPS	1447	LINCOLN BLVD	90401		
11	16894	11844	H20	M400	GE	200 WATT HPS	1500	LINCOLN BLVD	90401		
11	17575	6260	H25	M400	GE	250 WATT HPS	1670	LINCOLN BLVD	90404		
11	17577	6340	H25	M400	GE	250 WATT HPS	1670	LINCOLN BLVD	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
11	17568	12196	H25	M400	GE	250 WATT HPS	1669	LINCOLN BLVD	90404		
11	17572	6165	H25	M400	GE	250 WATT HPS	1669	LINCOLN BLVD	90404		
11	18503	6047	H31	M400	GE	310 WATT HPS	1907	LINCOLN BLVD	90405		
11	17851	5921	H31	M400	GE	310 WATT HPS	3113	LINCOLN BLVD	90405		
11	17847	5906	H31	M400	GE	310 WATT HPS	3101	LINCOLN BLVD	90405		
11	17844	5949	H31	M400	GE	310 WATT HPS	3204	LINCOLN BLVD	90405		
11	18506	6277	H31	M400	GE	310 WATT HPS	1912	LINCOLN BLVD	90405		
11	18509	6344	H31	M400	GE	310 WATT HPS	1866	LINCOLN BLVD	90404		
11	16922	6193	H40	M400	GE	400 WATT HPS	1447	LINCOLN BLVD	90401		
11	16898	6204	H40	M400	GE	400 WATT HPS	1500	LINCOLN BLVD	90401		
11	10799	8423	H20	M400	SEQUOIA	200 WATT HPS	2855	MAIN ST	90405		
11	10777	8406	H20	M400	SEQUOIA	200 WATT HPS	2626	MAIN ST	90405		
11	10778	8421	H20	M400	SEQUOIA	200 WATT HPS	2646	MAIN ST	90405		
11	10775	8396	H20	M400	SEQUOIA	200 WATT HPS	2606	MAIN ST	90405		
11	10752	8299	H20	M400	SEQUOIA	200 WATT HPS	2510	MAIN ST	90405		
11	10723	8230	H20	M400	SEQUOIA	200 WATT HPS	2321	MAIN ST	90405		
11	10866	8711	H20	M400	SEQUOIA	200 WATT HPS	3002	MAIN ST	90405		
11	520	8569	H20	M400	SEQUOIA	200 WATT HPS	3005	MAIN ST	90405		
11	10750	8252	H20	M400	SEQUOIA	200 WATT HPS	2515	MAIN ST	90405		
11	10729	8259	H20	M400	SEQUOIA	200 WATT HPS	2525	MAIN ST	90405		
11	10768	8270	H20	M400	SEQUOIA	200 WATT HPS	2615	MAIN ST	90405		
11	10786	8317	H20	M400	SEQUOIA	200 WATT HPS	2663	MAIN ST	90405		
11	10782	8298	H20	M400	SEQUOIA	200 WATT HPS	2665	MAIN ST	90405		
11	10764	8265	H20	M400	SEQUOIA	200 WATT HPS	2601	MAIN ST	90405		
11	10735	8226	H20	M400	SEQUOIA	200 WATT HPS	2409	MAIN ST	90405		
11	10882	8604	H20	M400	SEQUOIA	200 WATT HPS	3005	MAIN ST	90405		
11	10830	8687	H20	M400	SEQUOIA	200 WATT HPS	2942	MAIN ST	90405		
11	10772	8288	H20	M400	SEQUOIA	200 WATT HPS	2637	MAIN ST	90405		
11	10797	8408	H20	M400	SEQUOIA	200 WATT HPS	2801	MAIN ST	90405		
11	10793	8324	H20	M400	SEQUOIA	200 WATT HPS	2701	MAIN ST	90405		
11	10801	8292	H20	M400	SEQUOIA	200 WATT HPS	2701	MAIN ST	90405		
11	10795	8392	H20	M400	SEQUOIA	200 WATT HPS	2719	MAIN ST	90405		
11	10841	8502	H20	M400	SEQUOIA	200 WATT HPS	2929	MAIN ST	90405		
11	10879	8740	H20	M400	SEQUOIA	200 WATT HPS	3016	MAIN ST	90405		
11	10884	8770	H20	M400	SEQUOIA	200 WATT HPS	3016	MAIN ST	90405		
11	10730	8214	H20	M400	SEQUOIA	200 WATT HPS	2401	MAIN ST	90405		
11	10770	8277	H20	M400	SEQUOIA	200 WATT HPS	2627	MAIN ST	90405		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
11	10839	8478	H20	M400	SEQUOIA	200 WATT HPS	2909	MAIN ST	90405		
11	10835	8643	H20	M400	SEQUOIA	200 WATT HPS	2900	MAIN ST	90405		
11	10810	8597	H20	M400	SEQUOIA	200 WATT HPS	2810	MAIN ST	90405		
11	10808	8529	H20	M400	SEQUOIA	200 WATT HPS	2736	MAIN ST	90405		
11	10754	8316	H20	M400	SEQUOIA	200 WATT HPS	2522	MAIN ST	90405		
11	10705	8272	H20	M400	SEQUOIA	200 WATT HPS	2400	MAIN ST	90405		
11	10743	8267	H20	M400	SEQUOIA	200 WATT HPS	2400	MAIN ST	90405		
11	10813	8609	H20	M400	SEQUOIA	200 WATT HPS	2826	MAIN ST	90405		
11	10820	8658	H20	M400	SEQUOIA	200 WATT HPS	2826	MAIN ST	90405		
11	10806	8501	H20	M400	SEQUOIA	200 WATT HPS	2716	MAIN ST	90405		
11	10784	8428	H20	M400	SEQUOIA	200 WATT HPS	2654	MAIN ST	90405		
11	10788	8464	H20	M400	SEQUOIA	200 WATT HPS	2654	MAIN ST	90405		
11	10790	8511	H20	M400	SEQUOIA	200 WATT HPS	2654	MAIN ST	90405		
11	10745	8275	H20	M400	SEQUOIA	200 WATT HPS	2434	MAIN ST	90405		
11	10804	8470	H20	M400	SEQUOIA	200 WATT HPS	2702	MAIN ST	90405		
11	10712	8217	H20	M400	SEQUOIA	200 WATT HPS	2301	MAIN ST	90405		
11	10737	8220	H20	M400	SEQUOIA	200 WATT HPS	2327	MAIN ST	90405		
11	10716	8222	H20	M400	SEQUOIA	200 WATT HPS	2307	MAIN ST	90405		
11	10701	8211	H20	M400	SEQUOIA	200 WATT HPS	2219	MAIN ST	90405		
11	10719	8266	H20	M400	SEQUOIA	200 WATT HPS	2230	MAIN ST	90405		
11	10843	8524	H20	M400	SEQUOIA	200 WATT HPS	2943	MAIN ST	90405		
11	10875	8759	H20	M400	SEQUOIA	200 WATT HPS	3100	MAIN ST	90405		
11	10876	8751	H20	M400	SEQUOIA	200 WATT HPS	3100	MAIN ST	90405		
11	10837	8664	H20	M400	SEQUOIA	200 WATT HPS	2914	MAIN ST	90405		
11	10831	8677	H20	M400	SEQUOIA	200 WATT HPS	2934	MAIN ST	90405		
11	10823	8413	H20	M400	SEQUOIA	200 WATT HPS	2901	MAIN ST	90405		
11	10825	8462	H20	M400	SEQUOIA	200 WATT HPS	2901	MAIN ST	90405		
11	10816	8429	H20	M400	SEQUOIA	200 WATT HPS	2821	MAIN ST	90405		
11	10869	8646	H20	M400	SEQUOIA	200 WATT HPS	212	MARINE ST 209	90405		
11	10870	8618	H20	M400	SEQUOIA	200 WATT HPS	212	MARINE ST 209	90405		
11	10702	8273	H20	M400	SEQUOIA	200 WATT HPS	2303	NEILSON WAY	90405		
11	10703	8268	H20	M400	SEQUOIA	200 WATT HPS	2303	NEILSON WAY	90405		
11	10704	8280	H20	M400	SEQUOIA	200 WATT HPS	2303	NEILSON WAY	90405		
11	16949	8348	H20	M-400A	GE	200 WATT HPS	1045	OCEAN AVE	90403		
11	16953	8347	H20	M-400A	GE	200 WATT HPS	1017	OCEAN AVE	90403		
11	18669	8341	H20	M-400A	GE	200 WATT HPS	901	OCEAN AVE	90403		
11	18667	8342	H20	M-400A	GE	200 WATT HPS	923	OCEAN AVE	90403		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
11	16957	8345	H20	M-400A	GE	200 WATT HPS	951	OCEAN AVE 202	90403		
11	18665	8344	H20	M-400A	GE	200 WATT HPS	951	OCEAN AVE 202	90403		
11	18651	8346	H20	M-400A	GE	200 WATT HPS	1007	OCEAN AVE NO 202	90403		
11	10758	8330	H20	M400	SEQUOIA	200 WATT HPS	181	OCEAN PARK BLVD	90405		
11	16219	12441	H15	M250	GE	150 WATT HPS	1809	OLYMPIC BLVD	90404		
11	16198	9312	H15	M250	GE	150 WATT HPS	1749	OLYMPIC BLVD	90404		
11	16202	9313	H15	M250	GE	150 WATT HPS	1749	OLYMPIC BLVD	90404		
11	16205	9314	H15	M250	GE	150 WATT HPS	1749	OLYMPIC BLVD	90404		
11	16208	9317	H15	M250	GE	150 WATT HPS	1749	OLYMPIC BLVD	90404		
11	18501	6166	H31	M400	GE	310 WATT HPS	801	PICO BLVD	90405		
11	10861	8910	H20	M400	SEQUOIA	200 WATT HPS	170	PIER AVE	90405		
11	15762	3797	H25	M400	GE	250 WATT HPS	1715	SANTA MONICA BLVD	90404		
11	15995	4646	H25	M400	GE	250 WATT HPS	1329	SANTA MONICA BLVD	90404		
11	15992	4616	H25	M400	GE	250 WATT HPS	1401	SANTA MONICA BLVD	90404		
11	15765	3891	H25	M400	GE	250 WATT HPS	1631	SANTA MONICA BLVD	90404		
11	15989	4615	H25	M400	GE	250 WATT HPS	1402	SANTA MONICA BLVD	90404		
11	15767	3803	H25	M400	GE	250 WATT HPS	1630	SANTA MONICA BLVD	90404		
11	15986	4647	H25	M400	GE	250 WATT HPS	1330	SANTA MONICA BLVD	90404		
11	15771	3732	H25	M400	GE	250 WATT HPS	1710	SANTA MONICA BLVD	90404		
11	16313	5462	H25	M400	GE	250 WATT HPS	1020	SANTA MONICA BLVD	90401		
11	18514	3794	H10	M-250A2	GE	100 WATT HPS	1701	WILSHIRE BLVD	90403		
11	16293	6321	H25	M400	GE	250 WATT HPS	785	WILSHIRE BLVD	90401		
11	15739	4822	H25	M400	GE	250 WATT HPS	1301	WILSHIRE BLVD	90403		
11	15742	4929	H25	M400	GE	250 WATT HPS	1301	WILSHIRE BLVD	90403		
11	15744	4860	H25	M400	GE	250 WATT HPS	1301	WILSHIRE BLVD	90403		
11	15806	10106	H25	M400	GE	250 WATT HPS	1415	WILSHIRE BLVD	90403		
11	15815	4746	H25	M400	GE	250 WATT HPS	1317	WILSHIRE BLVD	90403		
11	15808	4535	H25	M400	GE	250 WATT HPS	1401	WILSHIRE BLVD	90403		
11	15812	4593	H25	M400	GE	250 WATT HPS	1401	WILSHIRE BLVD	90403		
11	15747	4978	H25	M400	GE	250 WATT HPS	1217	WILSHIRE BLVD	90403		
11	15825	4534	H25	M400	GE	250 WATT HPS	1402	WILSHIRE BLVD	90403		
11	15821	4650	H25	M400	GE	250 WATT HPS	1330	WILSHIRE BLVD	90403		
11	15823	4743	H25	M400	GE	250 WATT HPS	1330	WILSHIRE BLVD	90403		
11	15759	4905	H25	M400	GE	250 WATT HPS	1306	WILSHIRE BLVD	90403		
11	15751	5048	H25	M400	GE	250 WATT HPS	1234	WILSHIRE BLVD	90403		
11	15754	4999	H25	M400	GE	250 WATT HPS	1234	WILSHIRE BLVD	90403		
11	15756	4943	H25	M400	GE	250 WATT HPS	1234	WILSHIRE BLVD	90403		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
11	15818	4810	H25	M400	GE	250 WATT HPS	1318	WILSHIRE BLVD	90403		
11	16289	6096	H25	M400	GE	250 WATT HPS	805	WILSHIRE BLVD	90401		
11	16291	6134	H25	M400	GE	250 WATT HPS	805	WILSHIRE BLVD	90401		
11	16301	6050	H25	M400	GE	250 WATT HPS	808	WILSHIRE BLVD	90401		
11	16669	6848	H25	M400	GE	250 WATT HPS	520	WILSHIRE BLVD	90401		
11	16660	6792	H25	M400	GE	250 WATT HPS	530	WILSHIRE BLVD	90401		
11	16662	6748	H25	M400	GE	250 WATT HPS	530	WILSHIRE BLVD	90401		
11	16625	7004	H25	M400	GE	250 WATT HPS	432	WILSHIRE BLVD	90401		
11	16627	7001	H25	M400	GE	250 WATT HPS	432	WILSHIRE BLVD	90401		
11	16633	6918	H25	M400	GE	250 WATT HPS	504	WILSHIRE BLVD	90401		
11	16296	6209	H25	M400	GE	250 WATT HPS	720	WILSHIRE BLVD	90401		
11	16298	6330	H25	M400	GE	250 WATT HPS	720	WILSHIRE BLVD	90401		
11	16622	7110	H25	M400	GE	250 WATT HPS	424	WILSHIRE BLVD	90401		
11	16649	6681	H25	M400	GE	250 WATT HPS	601	WILSHIRE BLVD	90401		
11	16651	6656	H25	M400	GE	250 WATT HPS	601	WILSHIRE BLVD	90401		
11	16645	6609	H25	M400	GE	250 WATT HPS	611	WILSHIRE BLVD	90401		
11	16630	7003	H25	M400	GE	250 WATT HPS	431	WILSHIRE BLVD	90401		
11	16642	6857	H25	M400	GE	250 WATT HPS	507	WILSHIRE BLVD	90401		
11	16657	6790	H25	M400	GE	250 WATT HPS	525	WILSHIRE BLVD	90401		
11	16636	6983	H25	M400	GE	250 WATT HPS	501	WILSHIRE BLVD	90401		
11	16639	6917	H25	M400	GE	250 WATT HPS	501	WILSHIRE BLVD	90401		

**Application 12**

HPSV50	HPSV70	HPSV100	HPSV150	HPSV200	HPSV250	HPSV310	HPSV360	HPSV400	M17	UNK	FIXTURE TOTAL
0	0	0	0	40	21	0	0	0	0	0	61

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
12	18796	8155	H20	M-400A	GE	200 WATT HPS	1540	2ND ST	90401		
12	10676	8970	H20	M400	SEQUOIA	200 WATT HPS	3275	BARNARD WAY	90405		
12	10678	8983	H20	M400	SEQUOIA	200 WATT HPS	3275	BARNARD WAY	90405		
12	18789	7733	H20	M-400A	GE	200 WATT HPS	233	COLORADO AVE	90401		
12	18793	7880	H20	M-400A	GE	200 WATT HPS	215	COLORADO AVE	90401		
12	11365	7429	H20	M-400A	GE	200 WATT HPS	315	COLORADO AVE	90401		
12	11363	7397	H20	M-400A	GE	200 WATT HPS	302	COLORADO AVE	90401		
12	18007	7115	H20	M-400A	GE	200 WATT HPS	402	COLORADO AVE	90401		
12	18772	7815	H20	M-400A	GE	200 WATT HPS	120	COLORADO AVE	90401		
12	18775	7842	H20	M-400A	GE	200 WATT HPS	120	COLORADO AVE	90401		
12	18779	8180	H20	M-400A	GE	200 WATT HPS	120	COLORADO AVE	90401		
12	18759	7545	H20	M-400A	GE	200 WATT HPS	302	COLORADO AVE	90401		
12	18763	7627	H20	M-400A	GE	200 WATT HPS	302	COLORADO AVE	90401		
12	18765	7649	H20	M-400A	GE	200 WATT HPS	302	COLORADO AVE	90401		
12	18769	7669	H25	M-400A	GE	250 WATT HPS	312	COLORADO AVE	90401		
12	12052	928	H25	M400	GE	250 WATT HPS	2815	COLORADO AVE	90404		
12	12054	876	H25	M400	GE	250 WATT HPS	2834	COLORADO AVE	90404		
12	12851	12208	H25	M400	GE	250 WATT HPS	430	COLORADO AVE	90401		
12	12852	12208	H25	M400	GE	250 WATT HPS	430	COLORADO AVE	90401		
12	12855	12207	H25	M400	GE	250 WATT HPS	430	COLORADO AVE	90401		
12	11360	7375	H25	M-400A	GE	250 WATT HPS	315	COLORADO AVE	90401		
12	12059	918	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12062	901	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12064	1406	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12066	1270	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12068	1254	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12070	1221	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12072	1151	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12074	1100	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12076	1003	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		
12	12078	1071	H25	M400	GE	250 WATT HPS	2700	COLORADO AVE	90404		

APP #	OBJECTID	POLE_ID	LAMP	LAMP MODEL	BALLAST_MF	BALLAST MODEL	HOUSE NUMBER	STREET	ZIP CODE		
12	17352	6966	H25	M-400A	GE	250 WATT HPS	501	COLORADO AVE	90401		
12	18749	7167	H25	M-400A	GE	250 WATT HPS	402	COLORADO AVE	90401		
12	11286	8729	H20	M400	SEQUOIA	200 WATT HPS	132	HILL ST	90405		
12	11287	8729	H20	M400	SEQUOIA	200 WATT HPS	132	HILL ST	90405		
12	11294	8788	H20	M400	GE	200 WATT HPS	2810	MAIN ST	90405		
12	11295	8788	H20	M400	SEQUOIA	200 WATT HPS	2810	MAIN ST	90405		
12	11290	8758	H20	M400	SEQUOIA	200 WATT HPS	2724	MAIN ST	90405		
12	11291	8758	H20	M400	SEQUOIA	200 WATT HPS	2724	MAIN ST	90405		
12	12621	12242	H20	M400	SEQUOIA	200 WATT HPS	2915	NEILSON WAY	90405		
12	12622	12242	H20	M400	SEQUOIA	200 WATT HPS	2915	NEILSON WAY	90405		
12	12614	12265	H20	M400	SEQUOIA	200 WATT HPS	2883	NEILSON WAY	90405		
12	12615	12265	H20	M400	SEQUOIA	200 WATT HPS	2883	NEILSON WAY	90405		
12	12929	8878	H20	M400	SEQUOIA	200 WATT HPS	2811	NEILSON WAY	90405		
12	12931	8854	H20	M400	SEQUOIA	200 WATT HPS	2743	NEILSON WAY	90405		
12	12629	8943	H20	M400	SEQUOIA	200 WATT HPS	2900	NEILSON WAY	90405		
12	12632	8936	H20	M400	SEQUOIA	200 WATT HPS	2700	NEILSON WAY	90405		
12	12927	8897	H20	M400	SEQUOIA	200 WATT HPS	2700	NEILSON WAY	90405		
12	12933	8913	H20	M400	SEQUOIA	200 WATT HPS	2700	NEILSON WAY	90405		
12	12935	8921	H20	M400	SEQUOIA	200 WATT HPS	2700	NEILSON WAY	90405		
12	12937	8929	H20	M400	SEQUOIA	200 WATT HPS	2700	NEILSON WAY	90405		
12	10655	12241	H25	M400	GE	250 WATT HPS	2695	NEILSON WAY	90405		
12	10656	12241	H25	M400	GE	250 WATT HPS	2695	NEILSON WAY	90405		
12	10664	8955	H20	M400	SEQUOIA	200 WATT HPS	2960	NEILSON WAY NO 102	90405		
12	10665	8964	H20	M400	SEQUOIA	200 WATT HPS	2960	NEILSON WAY NO 102	90405		
12	12626	8947	H20	M400	SEQUOIA	200 WATT HPS	2960	NEILSON WAY NO 102	90405		
12	10651	8858	H20	M400	SEQUOIA	200 WATT HPS	10	OCEAN PARK BLVD 1	90405		
12	12923	8876	H20	M400	SEQUOIA	200 WATT HPS	10	OCEAN PARK BLVD 1	90405		
12	12925	8884	H20	M400	SEQUOIA	200 WATT HPS	10	OCEAN PARK BLVD 1	90405		
12	10674	8937	H20	M400	SEQUOIA	200 WATT HPS	177	PIER AVE	90405		
12	18754	7527	H20	M-400A	GE	200 WATT HPS	395	SANTA MONICA PLACE	90401		



## CITY OF SANTA MONICA

### ADDENDUM No. 1

For

### ON-BILL FINANCED LED STREETLIGHT REPLACEMENT PROJECT (SP2372)

June 16, 2016

The contract documents for the above referenced project are hereby clarified or amended as follows:

#### **CONTRACTOR LICENSE REQUIREMENT:**

Bidding Documents may be obtained by logging onto the City's bidding website at: <http://www.smgov.net/planetbids/>. The Contractor is required to have a **Class A** or **C-10** license at the time of bid submission. Contractors wishing to be considered must submit Bids containing all information required pursuant to the City's Request for Bids.

#### **ACKNOWLEDGEMENT**

The above changes shall be noted by the bidder and certification below completed. **One copy of this Addendum on which the certification has been signed and filled out shall be enclosed with the bid package.** Failure to include this addendum with your bid package may result in the rejection of your bid.

#### **CERTIFICATION:**

The above changes have been noted by the undersigned

Lee Swain, P.E.  
City Engineer

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Signature of Bidder



## CITY OF SANTA MONICA

### DEPARTMENT OF PUBLIC WORKS CIVIL ENGINEERING DIVISION

#### Request for Bids (RFB) for Contract Services On-Bill Financed LED Street light Project SP 2372 Addendum Number 2

**June 27, 2016**

All references are from the Request for Bids for Contract Services for the **On- Bill Financed LED Street light Project SP 2372** (Bids due: **June 30, 2016**).

This addendum is hereby made a part of the Request for Bids document and modifies the original document. Proposer shall acknowledge receipt of this addendum on their proposal by signing it and attaching this entire addendum to their bid.

Inquiries arose in reference to the Request for Bids for the subject project, and the questions and answers are supplied below.

### CLARIFICATIONS

- Item 1**      **Question 1:** Are there any plans for this project  
**Answer 1:** No
- Item 2**      **Question 2:** what is the required license for this project  
**Answer 2:** A or C-10
- Item 3**      **Question 3:** Are all the attachments (A-H) to be filled out and returned with the bid? (E-H) look like they are to be filled out during contract time.  
**Answer 3:** Yes. All attachments (A-H) need to be filled out, signed and returned along with the bid.
- Item 4**      **Question 4:** Traffic Control – The specification are pretty general but usually on a project like this a “rolling” operation is used where the bucket truck will never be stopped for more than 15 minutes so lane closers are not feasible. Usually it is a cone or two by the

vehicle and the amber lights flashing. So it is a fast operation moving through the City. Can you expand any more on what the City will expect as far as traffic control?

**Answer 4:** Traffic control will be per MUTCD latest edition.

**Item 5**      **Question 5:** I could not find a specific Labor warranty time in the Specifications? I am assuming 1 year? Fixture material cost is of course covered by the manufacturer.

**Answer 5:** Labor warranty is one year.

**Item 6**      Bidders shall make provisions to provide luminaires with correlated color temperature (CCT) of either 4000 Kelvin or 3000 Kelvin. Final selection of color temperature shall be made at the sole discretion of the City.

One signed copy of this addendum shall be enclosed with the Proposal and submitted on or before 3:00 p.m. on June 30, 2016. Failure to include a signed copy of this addendum with your proposal package may result in the rejection of your proposal.



FOR

\_\_\_\_\_  
Lee Swain, P.E.  
City Engineer

We acknowledge receipt of Addendum Number 2 for the above mentioned project and hereby accept its terms and conditions as part of our proposal.

COMPANY: \_\_\_\_\_

RECEIVED AND ACKNOWLEDGED BY (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Letter of Intent

**Whereas**, the City of Rialto, a California municipal corporation, ("City"), is contemplating a streetlight conversion program to decrease the total energy expenditure and maintenance costs of City's current streetlight infrastructure (the "Streetlight Project"); and

**Whereas**, the Streetlight Project will be comprised of the transfer of streetlight assets from Southern California Edison ("SCE") to City, and the procurement and installation of LED streetlight fixtures that will result in a minimum of \$73,000<sup>1</sup> of first-year, "initial" annual cost savings (the "Project Goal")<sup>2</sup>; and

**Whereas**, Siemens Industry, Inc., through its Road and City Mobility Unit and Logistics Division, ("Consultant"), has proposed to assist City in developing the Streetlight Project with the option of implementing the Streetlight Project; and

**Whereas**, Consultant is well qualified, experienced and suited to develop and implement the Streetlight Project for City; and

**Whereas**, City intends to enter into an Energy Savings Performance Contract to implement the Streetlight Project, (the "ESPC"), subject to Consultant developing the Streetlight Project, pursuant to the following terms and conditions:

The Streetlight Project development will be divided into two phases for which Consultant will be compensated on a time and materials basis (in accordance with hourly rates identified on Table 1, and actual material costs incurred), not to exceed the Guaranteed Maximum Price.

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<sup>1</sup> The initial annual savings will be calculated as the total annual reduction in the billed cost of street light service from SCE less any debt service associated with the acquisition of the municipal street lights from SCE (reduced tariff costs), and the HPSV-to-LED retrofit (reduced energy costs). Savings shall exclude any street light maintenance costs, changes in the cost of capital and any SCE rebates.

<sup>2</sup> To the extent that all 4,738 of the SCE-owned municipal street lights in the City of Rialto are not eligible for the Streetlight Project, the Project Goal shall be equitably reduced by the proportion of the number street lights excluded from the Streetlight Project. In the event any grants, rebates or incentives are obtained, the initial annual savings to the City shall increase commensurate with the avoided debt service costs in using the grants, rebates, or incentives obtained. The Project Goal is contingent upon the City maintaining its current credit rating, and SCE tariffs and electric rates not changing by more than 5% from the July 1, 2013 rates.

Phase One Guaranteed Maximum Price: (\$15,000)

Consultant shall perform the following:

- Develop a representative sample of 100 street lights to be used by SCE for the initial Replacement Costs New Less Depreciation ("RCNLD") study. The representative sample shall fairly and accurately capture the age and condition of the City's street light system.
- Accompany SCE during their survey and study of the street light system to ensure that the agreed upon representative sample is used and that all parties agree on the facts associated with the initial SCE valuation.
- Develop and document an independent initial assessment of RCNLD valuation based on the City's audit data, information provided by SCE, PUC and public records.
- Validate and optimize cut-over costs from the SCE system.
- Identify over-lit areas of the City and recommend street light removals meeting minimum safe night-time lighting standards.
- Coordinate as necessary to ensure a successful acquisition of the street lighting system.

If Consultant, solely through its own fault, is unable to develop the Streetlight Project meeting the Project Goal, then it shall receive no payment for its efforts to develop the Streetlight Project and waives any exclusive right to the Streetlight Project. However, if Consultant is able to develop the Streetlight Project meeting the Project Goal, and City and SCE agree to proceed with Phase Two, then the costs associated with Phase One shall be incorporated into the price of the ESPC. If Consultant is able to develop the Streetlight Project meeting the Project Goal, and develops an ESPC that is acceptable to the City, and City elects not to proceed with the Streetlight Project, then City shall pay Consultant up to \$15,000 (Fifteen Thousand Dollars) within thirty (30) days of invoice for the Phase One services described above. City agrees that if the Streetlight Project does not proceed on the basis of a third party failure to perform, that Consultant shall have an exclusive right to develop and implement any future Streetlight Project for a period of three (3) years following the execution of this Letter of Intent.

Phase Two Guaranteed Maximum Price: (\$69,800)

Consultant shall perform the following:

- Perform an independent in-depth audit of the entire street light system used by SCE in its final valuation.
- Confirm the age, pole type and technology, fixture type and wattage, technology and condition of each street light.
- Develop a Geographic Information System (GIS) database of the entire street light system.
- Audit SCE street light billings for the prior three (3) years, identify inaccuracies and associated billing credits otherwise due to the City.
- Prepare an audit report, inventory and demand for credit for submittal to SCE for reimbursement of SCE street light charges, in accordance with SCE and PUC regulations.
- Validate and optimize cut-over costs from the SCE system.
- Develop a representative sample of types of poles with SCE to form the basis of the final RCNLD study that minimizes redundant effort.

- Accompany SCE during their final survey and study of the street light system to ensure that the agreed upon representative sample is used and that all parties agree on the facts associated with the final SCE valuation.
- Define service levels and type of service contract for a long-term street light maintenance agreement.
- Develop an initial financing overview.
- Identify alternative sources of funding, grants and rebates available to the City.
- Develop a draft ESPC establishing the terms and conditions of the turn-key capital improvement project to retrofit existing HPSV light fixtures to LED light fixtures.

If Consultant, solely through its own fault, is unable to develop the Streetlight Project meeting the Project Goal, then it shall receive no payment for its efforts to develop the Streetlight Project and waives any and all exclusive rights to the Streetlight Project. However, if Consultant is able to develop the Streetlight Project meeting the Project Goal, and the City and SCE agree to proceed with the Streetlight Project, then the costs associated with Phase Two will be incorporated into the price of the ESPC. If Consultant is able to develop the Streetlight Project meeting the Project Goal, and develops an ESPC that is acceptable to the City, and City elects not to proceed with the Streetlight Project, then City shall pay Consultant up to \$69,800 (Sixty Nine Thousand Eight Hundred Dollars) within thirty (30) days of invoice for the Phase Two Services described above. City agrees that if the Streetlight Project does not proceed on the basis of a third party failure to perform, that Consultant shall have an exclusive right to develop and implement any future Streetlight Project for a period of three (3) years following the execution of this Letter of Intent.

***[SIGNATURES ON NEXT PAGE]***

**IN WITNESS WHEREOF**, the City and Consultant have caused this Letter of Intent to be executed this 28th day of January, 2014.

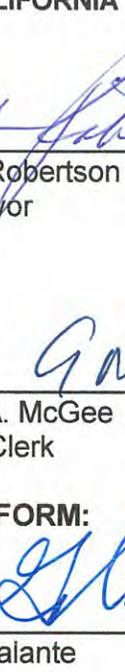
**CITY OF RIALTO, CALIFORNIA**

**Siemens Industry, Inc., through its  
Road and City Mobility Unit and  
Logistics Division**

By   
Deborah Robertson  
Mayor

By   
Signature

**ATTEST:**

By   
Barbara A. McGee  
City Clerk

  
Chris Reyes / Area Manager  
Printed Name/Title

**APPROVED AS TO FORM:**

By   
Fred Galante  
City Attorney

By   
Signature

**RECOMMENDED:**

By   
Marcus L. Fuller  
Public Works Director/City Engineer

  
STEVEN TEAL / OPERATIONS MANAGER  
Printed Name/Title

**Table 1 – Hourly Rates by Job Category**

Job Category	Hourly Rate
Energy Engineer	\$180.00
Project Manager	\$130.00
Field Supervisor	\$110.00
General Foreman	\$98.00
Service Vehicle	\$20.00
Bucket Truck	\$30.00

**SERVICES AGREEMENT**  
**BETWEEN THE CITY OF RIALTO AND**  
**SIEMENS INDUSTRY, INC.**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 8<sup>th</sup> day of November, 2016 by and between the City of Rialto, a municipal corporation ("City"), and Siemens Industry, Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully,

competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services as laid out in its proposal, and that all materials will be of good quality, fit for the purpose intended as understood from the city's RFP. Siemens shall provide a one year warranty on workmanship and shall pass through to the City of Rialto the manufacturer's 10 year warranty.

## 1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal ("Contract Documents"), and the Scope of Services shall include Consultant's scope of work or Consultant's accepted bid proposal ("Accepted Bid"). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered. If there is a change in applicable Law which would require Consultant to expend additional costs, effort or time to perform the services, in which case Consultant will notify the City and an equitable adjustment, accepted by both Parties, will be made to the Contract Price and schedule.

## 1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

## 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact

and shall not proceed except at City's risk until written instructions are received from the Contract Officer and an equitable adjustment can be made to the Contract Price and Schedule, accepted by both parties.

#### 1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property which are caused by the Consultant or their representatives, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. Consultant understands that the Prevailing Wage Laws apply to this Agreement and Consultant shall be solely responsible for complying with such Prevailing Wage Laws. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

#### 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City

Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore, except as otherwise stated in this Agreement. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment under this Section for the amount or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One million, four hundred twenty thousand, two hundred thirty dollars and fifty four cents (\$1,420,230.54) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

#### 2.2 Method of Compensation.

The method of compensation shall be based upon the percentage of completion of the services as specified in the Schedule of Compensation

#### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the

performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

#### 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall be based upon the schedule of rates. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

#### 2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

#### 3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

#### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement under this section, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals, as it relates to the services described in the Scope of Service. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. The

foregoing shall not apply in the event the Principals voluntarily terminate their employment, or are not able to perform the services due to termination, death, disability or illness. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall

not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City. The foregoing shall not apply to a transfer to an affiliate of Consultant or transfers due to restructuring or reorganization of the Consultant.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit. . If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by contractor.

(b) Worker's Compensation Insurance. Worker's compensation insurance in such amount as will fully comply with the laws of the State of California and Employers Liability Insurance with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). Automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000 combined single limit per accident. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. Coverage applicable to the work performed under this agreement shall be continued for five years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement. Consultant shall annually and upon request of the City submit written evidence of this continuous coverage

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, for damages to persons or property, including losses, costs, penalties, obligations, errors, omissions or liabilities arising there from, whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Upon receipt of prompt notice of such claims and tender of sole defense of such claims to Consultant, the Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith and the City will provide Consultant reasonable and necessary cooperation if requested by Consultant;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or

in connection with the indemnity obligations set forth in this Agreement; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the indemnity obligations set forth under this Agreement. Consultant agrees to pay to the City, its officers, agents, or employees, any and all reasonable costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this

Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents solely in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California, without regard to conflict of law rules. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall first provide written notice to Consultant, including reasons for default. The notice shall include the timeframe in which Consultant may cure the default. At such time the Consultant shall cease work, other than addressing default. The City shall pay the Contractor for work that has been performed to City's satisfaction, but shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise

by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of three thousand dollars (\$3,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"), City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination, and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

#### 7.11 Damages

Notwithstanding anything in this Agreement to the contrary, Consultant is not liable, whether based in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, for: loss of use, revenue, savings, profit, interest, goodwill or opportunity, costs of capital, costs of replacement or substitute use or performance, loss of information and data, loss of power, voltage irregularities or frequency fluctuation claims arising from the City's third party contracts, or for any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages, or for any other loss or cost of a similar type. The City agrees that the exclusions and limitations in this section 7.11 will prevail over any conflicting terms and conditions in this agreement and must be given full force and effect, whether or not any or all such remedies are determined to have failed of their essential purpose. These limitations of liability are effective even if Consultant has been advised by the City of the possibility of such damages. The waivers and disclaimers of liability, releases from liability and limitations on liability expressed in this article 8 extend to Consultant's affiliates (and their employees), partners, principals, shareholders, directors, officers, employees, suppliers of any tier (and their employees), agents, and successors and assigns. Except for liabilities arising from personal injury or property damage resulting from Consultant's acts or omissions, Consultant's maximum liability under this Agreement is the actual purchase price received by Consultant for the equipment and services that gave rise to the claim.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

### 8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

### 9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

### 9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

### 9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                   City of Rialto  
                                  150 S. Palm Ave.  
                                  Rialto, CA 92376  
                                  Attn: City Administrator  
                                  Tel: (909) 820-2525  
                                  Fax: (909) 820-2527

With copy to:               Aleshire & Wynder, LLP  
                                  18881 Von Karman Ave., Suite 1700  
                                  Irvine, CA 92612  
                                  Attn: Fred Galante, City Attorney  
                                  Tel: (949) 223-1170

Fax: (949) 223-1180

If to Consultant: Siemens Industry, Inc.  
9225 Bee Cave Road  
Building B, Suite 101  
Austin, TX 78733  
Attn: Steve Gitkin  
Tel: (512) 837-8300  
Fax: (512) 421-6617

With copy to: Siemens Industry, Inc.  
2200 West Oranewood Ave, Ste. 210  
Orange, CA 92868  
Attn: Steve Teal  
Tel: (714) 497-5043

Either Party may change its address by notifying the other Party of the change of address in writing.

#### 9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### 9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

#### 9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

#### 9.9 Disclaimer of Warranties

The warranties in this Agreement are the consultant's sole and exclusive warranties and are subject to the limits of liability in section 7.11 above.

***[SIGNATURES ON FOLLOWING PAGE]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF RIALTO, a municipal corporation

By: \_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

SIEMENS INDUSTRY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Two signatures are required if a corporation.**

**VENDOR**

By Siemens Industry, Inc., a Delaware corporation  
Firm/Company Name

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

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 \_\_\_\_\_)

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss

County of \_\_\_\_\_) ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 signatures(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.

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.

WITNESS my hand and official seal.

Notary  
Signature:

Notary  
Signature:

Notary Seal:

Notary Seal:

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A. Provide street light asset cut over services per attached proposal.
  - B. Installation of LED street lights per attached proposal.
  - C. Deliver final database of installed fixtures in Microsoft Excel format.
  
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
  - A. LED fixtures, equipment and labor resources.
  - B. GIS database of installed LED fixtures. Including attributes as detailed in the Investment Grade Audit.
  
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
  - A. Progress reports to City Project Manager on a schedule determined in the project preconstruction meeting.
  
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
  
- V. Consultant will utilize the following personnel to accomplish the Services:**
  - A. Bryan Berlin- Project Manager
  - B. Michael Hutchens- Area Operations Manager
  - C. Richard O'Hearn- Senior Energy Engineer
  - D. Alex Valenti- Account Manager
  - E. (2) Street light Technicians (TBD)

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

I. Consultant shall perform street light installation services for the following street light types at the following rates:

Base Scope: Street light fixtures to be acquired by City (Currently LS-1)

<b>Fixture Type</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Cobrahead- 70W</b>	<b>2098</b>	<b>\$358.33</b>	<b>\$751,776.34</b>
<b>Cobrahead- 100W</b>	<b>1349</b>	<b>\$378.58</b>	<b>\$510,704.42</b>
<b>Cobrahead- 150W</b>	<b>199</b>	<b>\$419.09</b>	<b>\$83,398.91</b>
<b>Cobrahead- 200W</b>	<b>66</b>	<b>\$530.78</b>	<b>\$35,031.48</b>
<b>Cobrahead- 250W</b>	<b>3</b>	<b>\$592.51</b>	<b>\$1,777.53</b>
<b>Cobrahead- 400W</b>	<b>1</b>	<b>\$735.55</b>	<b>\$735.55</b>
<b>Double Cobrahead- 70W</b>	<b>4</b>	<b>\$358.33</b>	<b>\$1,433.32</b>
<b>Decorative- Gateway</b>	<b>38</b>	<b>\$469.73</b>	<b>\$17,849.74</b>
<b>Decorative- Post Top</b>	<b>40</b>	<b>\$438.08</b>	<b>\$17,523.20</b>
<b>Total</b>			<b>\$1,420,230.49</b>

**Optional Scope: Street light fixtures currently owned by City (Currently LS-2)**

<b>Fixture Type</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Cobrahead- 200W</b>	<b>37</b>	<b>\$582.06</b>	<b>\$21,536.22</b>
<b>Cobrahead- 250W</b>	<b>86</b>	<b>\$650.12</b>	<b>\$55,910.32</b>
<b>Cobrahead- 400W</b>	<b>2</b>	<b>\$807.06</b>	<b>\$1,614.12</b>
<b>Total</b>			<b>\$79,060.66</b>

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- V. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.
- II. Consultant shall complete the project within 210 working days from the notice to proceed and deliver the following tangible work products to the City within the following time frames:
- A. **Procurement of materials:** Within 14 weeks from Notice to Proceed
  - B. **Installation:** With 24 weeks from the completion of the procurement of materials.
  - C. **Close-out Activities:** 4 weeks from Notice of Substantial Completion.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.
- IV. Schedule is dependent on the performance of Southern California Edison (SCE) and SCE's contractors. Schedule extensions shall be granted based on any delay caused by SCE and SCE's contractors.