

*For further information on an agenda item, please contact  
the City at 101 North "D" Street, or call (951) 943-6100*

**AMENDED  
AGENDA**

**JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY  
TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCE AUTHORITY,  
PUBLIC UTILITY AUTHORITY, HOUSING AUTHORITY, PERRIS JOINT POWERS  
AUTHORITY AND PERRIS COMMUNITY ECONOMIC DEVELOPMENT  
CORPORATION OF THE CITY OF PERRIS**

**Tuesday, February 26, 2019  
6:30 P.M.**

**City Council Chambers  
(Corner of San Jacinto and Perris Boulevard)  
101 North "D" Street  
Perris, California**

***CLOSED SESSION:*** 6:00 P.M.

***ROLL CALL:***

Rogers, Magaña, Corona, Rabb, Vargas

- A. Conference with Legal Counsel - Potential Litigation - Government  
Code Section 54956.9 (d)(4) - 1 case

**1. *CALL TO ORDER:*** 6:30 P.M.

**2. *ROLL CALL:***

Rogers, Magaña, Corona, Rabb, Vargas

**3. *INVOCATION:***

Pastor Don Meinberg  
Reflections Christian Fellowship  
375 Ramona Expressway  
Perris, CA 92571

**4. PLEDGE OF ALLEGIANCE:**

Councilman Rogers will lead the Pledge of Allegiance.

**5. REPORT ON CLOSED SESSION ITEMS:**

**6. PRESENTATIONS/ANNOUNCEMENTS:**

*At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.*

- A. Reality Rally 2019 Presentation by Joan Hoover, Executive Director, Team Relations and Gillian Larson, Creator and Event Producer of Reality Rally, Inc.

**7. APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting held on February 12, 2019 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

**8. CONSENT CALENDAR:**

*Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. **Public comment is limited to three (3) minutes.***

- A. Approve traffic calming measures for 7<sup>th</sup> Street and authorize staff to implement the improvements.
- B. Approve the equipment purchase agreement with Leotek Electronics USA, LLC for the Streetlight Retrofit Project, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney's Office.
- C. Approve Resolution (next in order) establishing a tax rate of 10% for marijuana distribution and 10% for commercial manufacturing operations and providing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the

State from their reported proceeds for the purpose of calculating their taxes owed to the City.

The Proposed Resolution number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SETTING THE TAX RATE ON PROCEEDS OF COMMERCIAL MARIJUANA DISTRIBUTION AND MANUFACTURING WITHIN THE CITY AND ESTABLISHING A DEDUCTION FOR CERTAIN TAXES ESTABLISHED UNDER CHAPTER 3.40, PURSUANT TO SECTIONS 3.40.020(a), 3.40.020(c), 3.40.030 AND 3.40.090 OF CHAPTER 3.40 OF TITLE 3 OF THE PERRIS MUNICIPAL CODE.

- D. Request City Council Approval of contract with Blue Stone Management for Design Services for the Perris Downtown Skills Training and Job Placement Center.
- E. Request Community Economic Development Corporation Approval of contract with Blue Stone Management for Design Services for the Perris Downtown Skills Training and Job Placement Center.
- F. Adopt WRCOG Resolution Number 43-18 and direct WRCOG to forward the JPA Amendment to WRCOG member agencies for their approval.

The WRCOG Resolution Number 43-18 is entitled:

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING ITS BYLAWS MAKING A SERIES OF TECHNICAL CHANGES.

- G. Approve the City of Perris Monthly Check Register for January 2019.

**9. PUBLIC HEARINGS: NO PUBLIC HEARINGS**

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker's podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes.***

**10. BUSINESS ITEMS: (not requiring a “Public Hearing”):**

*Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. Public Comment is limited to three (3) minutes.*

- A. Presentation on the Legislative Process by Michelle Rubalcava with Nielsen Merksamer Parrinello Gross & Leoni, LLP.

Introduced by: Jennifer Erwin, Director of Finance

PUBLIC COMMENT:

- B. Adopt Second Reading of Ordinance Number 1379 to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

The Second Reading of Ordinance Number 1379 (next in order) is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY’S PLANNING COMMISSION.

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- C. Consideration of Appointment to the Community Development Block Grant (CDBG) Committee.

Introduced by: Michael M. Vargas, Mayor

PUBLIC COMMENT:

**11. PUBLIC COMMENT/CITIZEN PARTICIPATION:**

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor’s, City Council’s and staff’s ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Public comment is limited to three (3) minutes.*

**12. COUNCIL COMMUNICATIONS:**

*(Committee Reports, Agenda Items, Meeting Requests and Review etc.)*

*This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.*

**13. CITY MANAGER'S REPORT:**

**14. ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

# Verbal Presentation



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Approval of Minutes

**REQUESTED ACTION:** Approve the Minutes of the of the Regular Joint City Council Meeting held on February 12, 2019

**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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**BUDGET (or FISCAL) IMPACT:** None

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Prepared by: Judy L. Haughney, CMC, Assistant City Clerk *JLH*

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director \_\_\_\_\_

Attachments:

Consent:  
Public Hearing:  
Business Item:  
Presentation:  
Other: Approval of Minutes

# ***CITY OF PERRIS***

## MINUTES:

Date of Meeting: February 12, 2019

06:30 PM

Place of Meeting: City Council Chambers

1. **CALL TO ORDER: 6:30 P.M.**

**Mayor Vargas called the Regular City Council meeting to order at 6:30 p.m.**

2. **ROLL CALL: Rabb, Rogers, Magaña, Corona, Vargas**

**Present: Rabb, Rogers, Magaña, Corona, Vargas**

Staff Members Present: City Manager Belmudez, City Attorney Dunn, Assistant City Engineer Brophy, Assistant City Manager Miramontes, Assistant City Manager Carlos, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Finance Erwin, Director of Public Works Hartwill and City Clerk Salazar.

3. **INVOCATION: Pastor Chris Thompson Perris Valley Community Church 3470 Nature Trail Court Perris, CA 92571**

4. **PLEDGE OF ALLEGIANCE:**

**Councilman Rabb led the Pledge of Allegiance.**

5. **REPORT ON CLOSED SESSION ITEMS:**

**There was no Closed Session.**

6. **PRESENTATIONS/ANNOUNCEMENTS:**

A. **Introduction of New City Employees**

B. **SkyDive Perris Airport Presentation by Ms. Melanie Conatser**

C. **Working Scholars Presentation by Mitchell Harnett, Community Relations Coordinator of Study.com**

7. **APPROVAL OF MINUTES:**

A. **Approved the Minutes of the Regular Joint Meeting held on January 29, 2019 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.**



The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the Minutes, as presented.

AYES: David Starr Rabb, Rita Rogers, Marisela Magana, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

**The Mayor called for Public Comment. There was no Public Comment.**

- A. Adopted Resolution Numbers 5439, 5440 and 5441 regarding Annexation of PR 17-05194 to Maintenance District No. 84-1 (MD 84-1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

Resolution Number 5439 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PR 17-05194 INTO MAINTENANCE DISTRICT NUMBER 84-1.

Resolution Number 5440 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1.

Resolution Number 5441 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

- B. Adopted Resolution Number 5442 regarding Annexation of PR 17-05194 to Flood Control Maintenance District No. 1 (FCMD 1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox

Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

Resolution Number 5442 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 110, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

- C. Adopted Resolution Numbers 5443, 5444 and 5445 regarding Annexation of PR 17-05194 to Landscape Maintenance District No. 1 (LMD 1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

Resolution Number 5443 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 144 (PR 17-05194) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1.

Resolution Number 5444 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1.

Resolution Number 5445 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

- D. Adopted Resolution Number 5446 to Annex Territory to CFD 2001-3. (Owner: Credits Holding, LLC).

Resolution Number 5446 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING

AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 31].

- E. Adopted the Second Reading of Ordinance Number 1378 to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3), and to approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones based upon the findings contained in the ordinance.

The Second Reading of Ordinance Number 1378 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING CHAPTER 19.88 TO TITLE 19 OF THE PERRIS MUNICIPAL CODE, WHICH IDENTIFIES SHORT TERM RENTALS AS PERMITTED USES IN THE CITY'S RESIDENTIAL ZONES AND WHICH COMPLIMENTS CHAPTER 5.38 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE WHICH REGULATES SHORT-TERM RENTAL OPERATIONS.

- F. Approved updated contracts to Avant Garde, California Consulting Inc., DUDEK, Nine Seven LLC, and Engineering Solutions Services for Grant Writing Services list.
- G. Approved Agreement for the Purchase and Sale of Real Property at the Northwest Corner of 9th Street and Perris Boulevard, portions of APN 313-263-034 and 313-263-035.
- H. Adopted Resolution Number 5447 authorizing approval of a Purchase and Sale Agreement of 0.18 acre of vacant land identified as Assessor's Parcel Number 326-071-002, located south of West Metz Road for the future Enchanted Hills Park.

Resolution Number 5447 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR 0.18 ACRE VACANT LAND IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 326-072-002 FOR THE FUTURE ENCHANTED HILLS PARK PROJECT LOCATED ON THE 1300 BLOCK OF WEST METZ ROAD IN THE ENCHANTED HILLS COMMUNITY IN PERRIS.

- I. Approved allocation of funds to CIP S036 to issue payment for emergency asphalt street repairs.
- J. Received and Filed Quarterly Investment Report for the Quarter Ended December 31, 2018.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the Consent Calendar, as presented.

AYES: David Starr Rabb, Rita Rogers, Marisela Magana, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Introduced the First Reading of Ordinance Number 1379 to amend Chapter 2.37 of the Perris Municipal Code to reduce the number of Planning Commissioners from seven to five.

The First Reading of Ordinance Number 1379 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY'S PLANNING COMMISSION.

**This item was presented by City Attorney Dunn.**

**The Mayor opened the Public Hearing at 7:21 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:21 p.m.**

**The following Councilmember's spoke:**

**Vargas**

**Rogers**

**Rabb**

**Corona**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Michael Vargas to Approve the First Reading of Ordinance Number 1379, as presented.

AYES: Marisela Magana, Malcolm Corona, Michael Vargas

NOES: David Starr Rabb, Rita Rogers

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

**There were no Business Items.**

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The following person spoke at Public Comment:**

**Chris Thompson**

12. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Rabb**

**Rogers**

**Corona**

**Magana**

**Vargas**

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

**There being no further business the Mayor adjourned the Regular City Council meeting at 8:00 p.m., in memory of Louis Robert Berger, father in law of Assistant City Clerk Judy Haughney, who passed away on February 12, 2019.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

Meeting Date: February 26, 2019

SUBJECT: Traffic Calming Measures for 7<sup>th</sup> Street

REQUESTED ACTION: Adopt the report prepared by RK Engineering for 7<sup>th</sup> Street Traffic Review; Authorize Implementation

CONTACT:  Habib Motlagh, City Engineer

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BACKGROUND/DISCUSSION: At the request of Council Member David Starr Rabb, a traffic survey for 7<sup>th</sup> Street between G Street and D Street was prepared by RK Engineering. The report identifies a variety of traffic calming options. Staff recommends changing the existing traffic striping and installing solar radar feedback signs which are all included in the report. The report also provides a traffic calming option for construction of a round-about at 7<sup>th</sup> Street / F Street which is not supported by Staff.



The Traffic Engineer also recommends a 4-way stop warrant shall be proposed for 7<sup>th</sup> and F Streets. Staff is recommending installation of the stop sign and stop ahead signs based on the existing conditions.

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BUDGET (or FISCAL) IMPACT: Traffic safety funds will be utilized to offset the design and implementation cost of the above.

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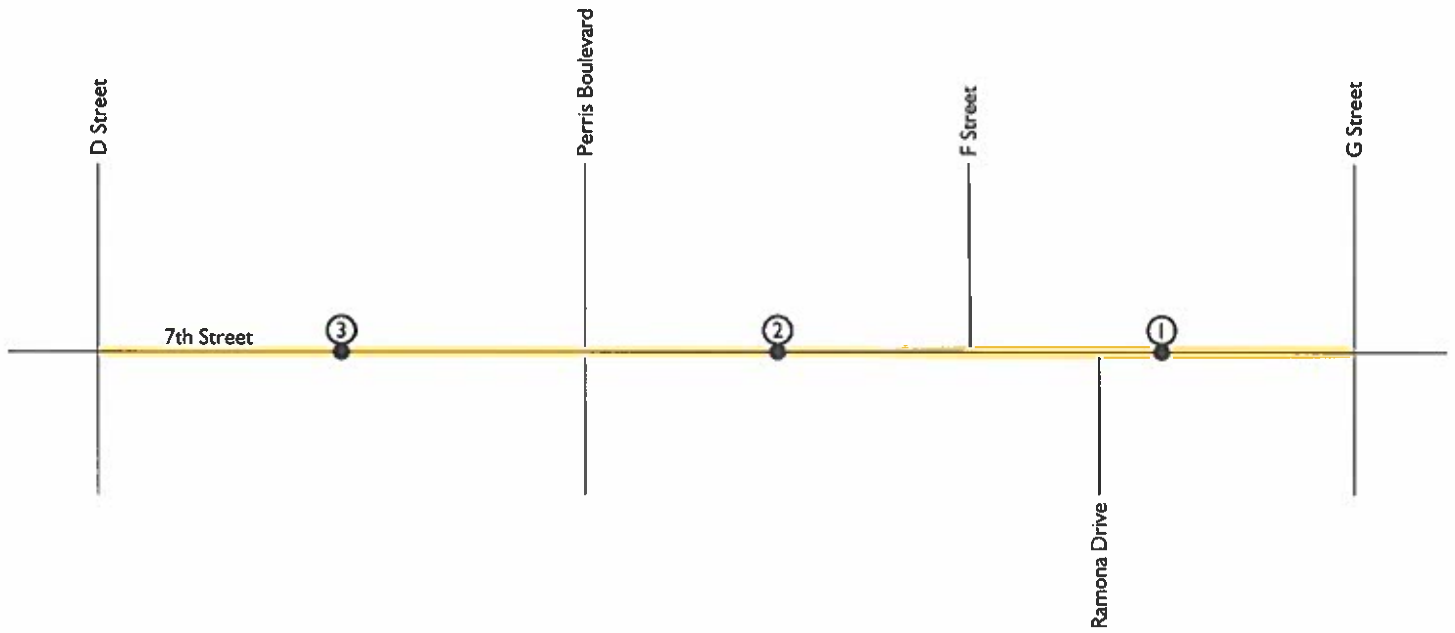
Reviewed by:

City Attorney  
Assistant City Manager   
Director of Finance 

Attachments: 7<sup>th</sup> Street (G Street to D Street) Traffic Review Report

Consent: Yes  
Public Hearing:  
Business Item:  
Other:

# 7TH STREET - G STREET TO D STREET TRAFFIC REVIEW City of Perris, California



February 5, 2019

Mr. Habib Motlagh  
CITY OF PERRIS  
24 South "D" Street, Suite 100  
Perris, CA 92570

**Subject: 7<sup>th</sup> Street – G Street to D Street Traffic Review, City of Perris**

Dear Mr. Motlagh:

**Introduction**

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this traffic review for 7<sup>th</sup> Street from G Street to D Street in the City of Perris. The location of the study is shown in Exhibit A.

The purpose of this study is to obtain and review speed surveys collected within the study segment, review existing roadway conditions as related to the speed surveys, review collision data, and develop potential traffic calming measures to reduce speeds and other traffic concerns in the area. The 24-hour speed surveys were obtained by RK at three (3) locations as shown in Exhibit A. Additionally, existing conditions such as speed limits, traffic controls (i.e. stop signs, etc.), roadway conditions, and existing geometrics were reviewed. Existing traffic controls, speed limit signs and curb to curb widths are shown in Exhibit B. RK also reviewed potential appropriate speed limits for this area. The California Road Systems (CRS) maps provided by Caltrans are included in Appendix A. Per Caltrans, 7<sup>th</sup> Street is classified as a local street. The study roadway segment is considered to be in a residential district, since direct residential access (driveways) occurs along the study roadway segment.

**Speed Survey Reviews**

Each of the three (3) locations provided with speed surveys are reviewed in this section of the report. A review of existing conditions, including results of the speed surveys and roadway conditions, is also discussed. A summary of the existing ADT (Average Daily Traffic), 85<sup>th</sup> percentile speed (a speed that 85% of the drivers are going or less), 10 mph pace speed (the 10 mph group of speeds with the most drivers) and the distribution of speeds is shown in Table 1.



The following are the locations of the three (3) speed surveys:

- Location 1: 7<sup>th</sup> Street between G Street and F Street;
- Location 2: 7<sup>th</sup> Street between F Street and Perris Boulevard; and
- Location 3: 7<sup>th</sup> Street between Perris Boulevard and D Street.

7<sup>th</sup> Street is a local street between G Street and D Street. The roadway is approximately 36 feet wide curb-to-curb, has direct residential frontage on both sides of the street and is striped with one lane in each direction with allowable on-street parking. The existing posted speed limit within the study roadway segment is 25 mph. 7<sup>th</sup> Street is a local residential street with a prima facie speed limit of 25 mph. There is one (1) cross-street stop at F Street, and all-way stop intersections also currently exist at D Street, Perris Boulevard, and G Street.

Location 1: 7<sup>th</sup> Street between G Street and F Street

Speed survey Location 1 is 7<sup>th</sup> Street between G Street and F Street. Included in Appendix B are the 24-hour speed surveys collected on 7<sup>th</sup> Street between G Street and F Street. The results of the speed surveys are shown in Exhibit C. The 85<sup>th</sup> percentile speed, at Location 1, is 37 mph and the 10 mph pace speed is 26-35 mph. The existing posted speed limit along 7<sup>th</sup> Street is 25 mph.

Location 2: 7<sup>th</sup> Street between F Street and Perris Boulevard

Speed survey Location 2 is 7<sup>th</sup> Street between F Street and Perris Boulevard. Included in Appendix B are the 24-hour speed surveys collected on 7<sup>th</sup> Street between F Street and Perris Boulevard. The results of the speed surveys are shown in Exhibit C. The 85<sup>th</sup> percentile speed, at Location 2, is 34 mph and the 10 mph pace speed is 26-35 mph. The existing posted speed limit along 7<sup>th</sup> Street is 25 mph.

Location 3: 7<sup>th</sup> Street between Perris Boulevard and D Street

Speed survey Location 3 is 7<sup>th</sup> Street between Perris Boulevard and D Street. Included in Appendix B are the 24-hour speed surveys collected on 7<sup>th</sup> Street between Perris Boulevard and D Street. The results of the speed surveys are shown in Exhibit C. The 85<sup>th</sup> percentile speed, at Location 3, is 33 mph and the 10 mph pace speed is 21-30 mph. The existing posted speed limit along 7<sup>th</sup> Street is 25 mph.

### **Collision Data Review**

RK has obtained collision data from the City of Perris for 2016, 2017, and 2018. According to the collision data, there have seven (7) reported collisions along 7<sup>th</sup> Street from G Street to D Street during the years 2016 – 2018: three (3) reported collisions in 2016, two (2) reported collisions in 2017, and two (2) reported collisions in 2018. Out of the seven (7) reported collisions from 2016 to 2018, one (1) collision was due to unsafe speed. A copy of the collision data is included in Appendix C.

### **Traffic Calming Options**

Traffic Calming Options have been developed for 7<sup>th</sup> Street from G Street to D Street. It is our understanding that the City does not want to implement vertical traffic calming devices such as speed humps or speed cushions.

There are several other traffic calming options available to help reduce traffic speeds along the study roadway which include, but are not limited to the following:

- Traffic calming striping along 7<sup>th</sup> Street;
- Potential installation of an all-way stop at F Street; or
- Construction of a mini-roundabout at F Street; and
- Installation of solar radar speed feedback signs.

### **Traffic Calming Striping**

On 7<sup>th</sup> Street from G Street to D Street, there currently exists a yellow skip-dash type centerline striping. The City should install double yellow centerline striping (Detail 22) along 7<sup>th</sup> Street. The City could also consider adding six-inch (6") white edge lines (Detail 27B) on both sides of the street, approximately seven feet (7') from the curb face, or the installation of a parking/buffer area. The purpose of traffic calming striping is to reduce the travel lane width which can reduce speeds. Examples of potential traffic calming striping is included in Exhibit D.

### **Installation of an All-Way Stop**

A cross-street stop currently exists at the intersection of 7<sup>th</sup> Street at F Street. The City should consider performing an all-way stop warrant at the said intersection. Should the intersection not warrant an all-way stop, it is recommended that the City continue to monitor future growth in traffic, as an increase in traffic may warrant an all-way stop. Sight

distance at the intersection should also be reviewed. Existing vegetation should be trimmed regularly to provide additional sight distance.

#### Construction of a Mini-Roundabout

An alternative mitigation measure for the intersection of 7<sup>th</sup> Street at F Street could include a mini-roundabout. Roundabouts can divide a roadway into shorter segments which can reduce speeds.

#### Installation of Solar Radar Speed Feedback Signs

Radar speed feedback signs can be installed as a traffic calming device as users of the roadway are made aware of their current speed as well as the posted speed limit. The proposed signs would be installed at a minimum of two (2) locations: 7<sup>th</sup> Street between D Street and Perris Boulevard and 7<sup>th</sup> Street between Ramona Drive and G Street. Additional radar speed feedback signs could also be considered.

A summary of all traffic calming options is included in Exhibit E.

#### Conclusions

RK has reviewed speed surveys and roadway conditions on 7<sup>th</sup> Street from G Street to D Street in the City of Perris. 24 hour speed surveys were conducted at three (3) locations along the study roadway segment to establish existing 85<sup>th</sup> percentile and 10 mph pace speeds. The existing posted speed limit along 7<sup>th</sup> Street is 25 mph. Therefore, the speeds along the three (3) reviewed sections of 7<sup>th</sup> Street are above the existing posted speed limit, which is a prima facie speed limit of 25 mph in a residential district.

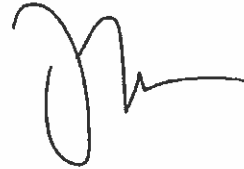
In order to further reduce speeding in the area, RK has developed several traffic calming options for these roadways. These consist of installing double-yellow type centerline striping (Detail 22) along with the installation of new six-inch (6") white edge lines (Detail 27B) approximately seven feet (7') from the curb face. This would narrow the travel way and reduce speeding on these segments of these roadways. It is also recommended that the existing cross-street stop of 7<sup>th</sup> Street at F Street be analyzed for an all-way stop warrant. A mini-roundabout could also be considered as an alternative mitigation measure at the intersection of 7<sup>th</sup> Street at F Street. An additional traffic calming option includes the installation of radar speed feedback signs at 7<sup>th</sup> Street between D Street and Perris Boulevard and 7<sup>th</sup> Street between Ramona Drive and G Street. Additional radar speed feedback signs could be considered at other locations throughout the study area.

Once the City Council selects the specific traffic calming for this area, RK could prepare the engineering design plans to install the approved improvements. RK appreciates this opportunity to work with the City of Perris on this project. If you have any questions, please call me at (949) 474-0809.

Sincerely,  
RK ENGINEERING GROUP, INC.



Robert Kahn, P.E.  
Founding Principal



Jethro Jay Narciso, E.I.T.  
Engineer II

XC: Brad Brophy, PE Tri Lake Consultants



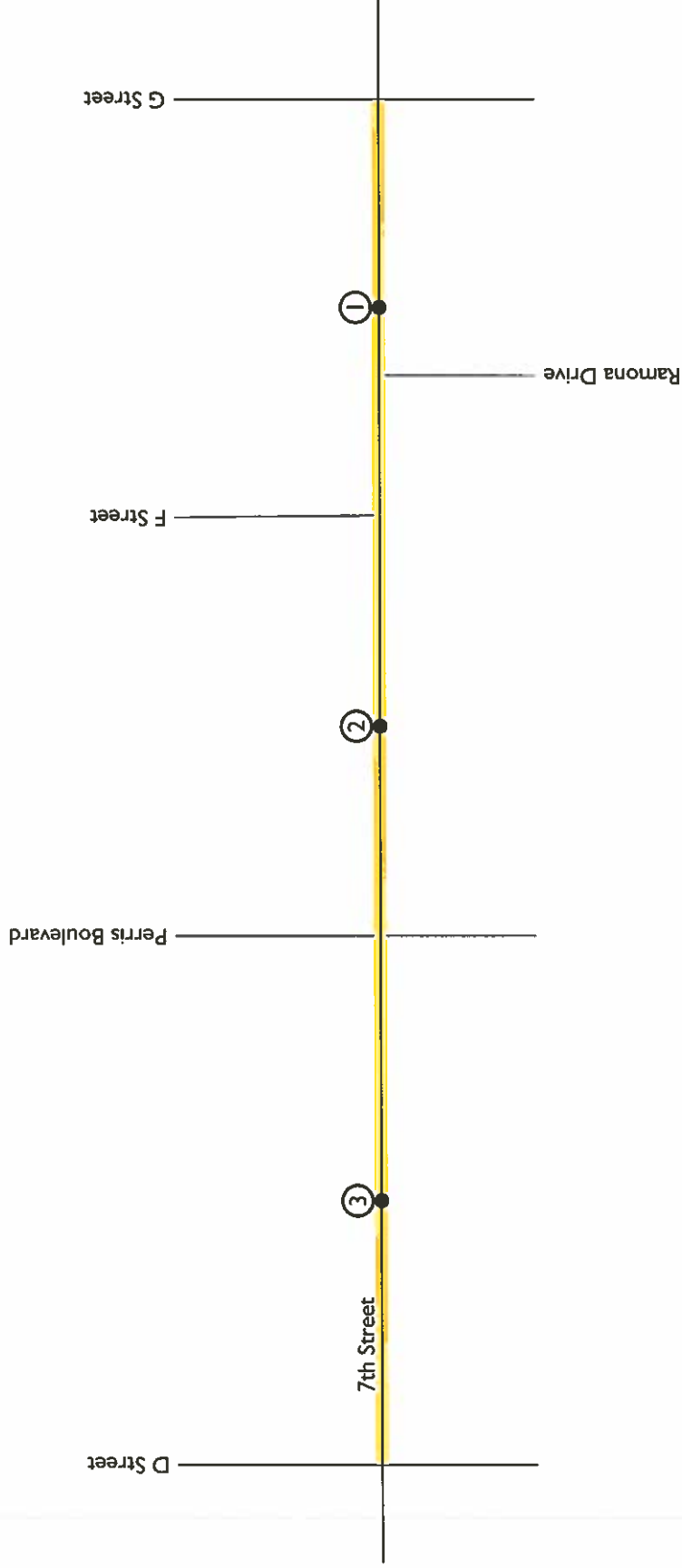
Attachments  
JN:sl/rk15110.doc  
JN:0352-2019-01

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# Exhibits

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# Exhibit A Location Map



**Legend:**

- ① = Speed Survey Location
- = Study Area

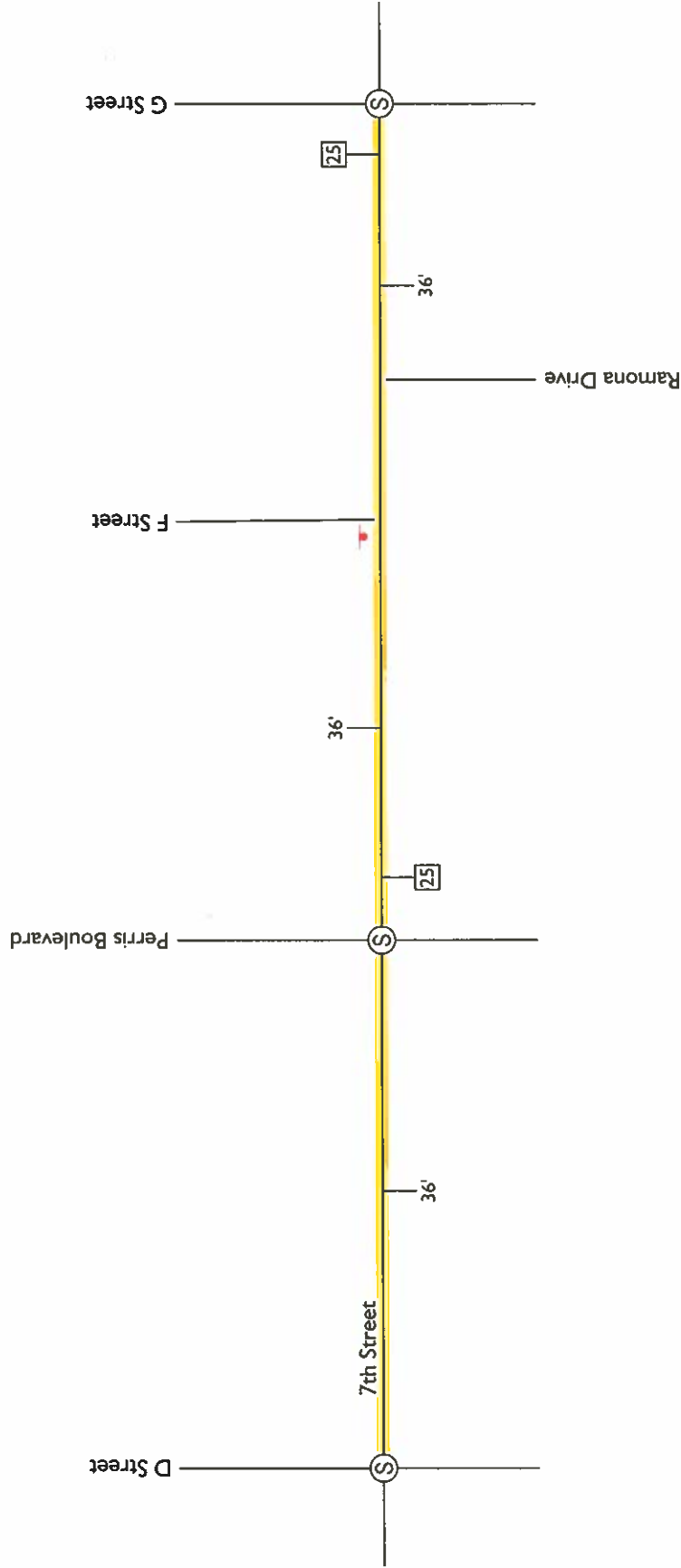


0352-2019-01  
7TH STREET - G STREET TO D STREET TRAFFIC REVIEW, City of Perris, California



engineering  
group, inc.

# Exhibit B Existing Traffic Controls

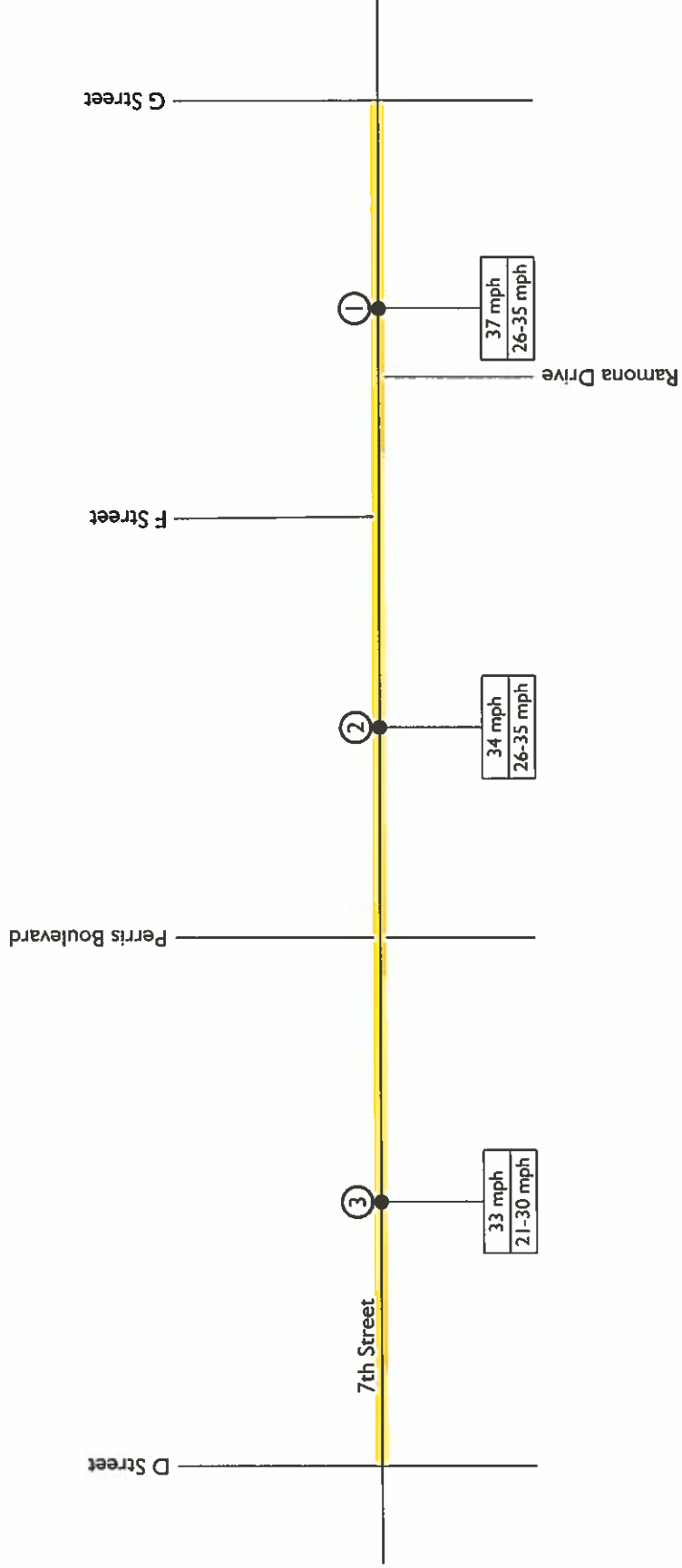


**Legend:**

- Ⓢ = All Way Stop
- ▴ = Stop Sign
- 25 = Posted Speed Limit (mph)
- 36' = Curb to Curb Width (feet)



# Exhibit C Speed Survey Results



## Legend:

-  = Speed Survey Location
-  = Study Area
- |           |   |                   |
|-----------|---|-------------------|
| 37 mph    | = | 85th % Speed      |
| 26-35 mph | = | 10 mph Pace Speed |



0352-2019-01

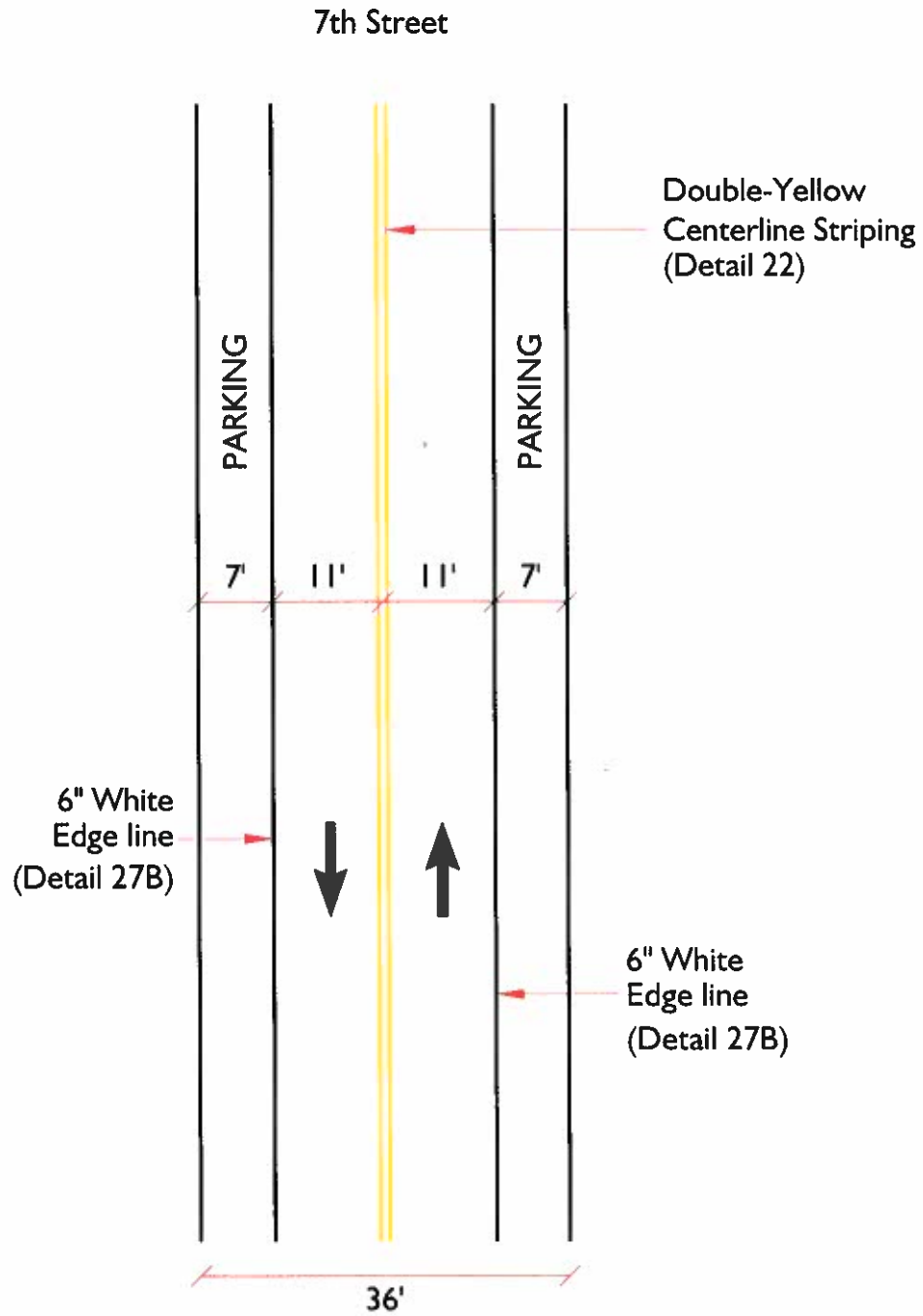
7TH STREET - G STREET TO D STREET TRAFFIC REVIEW, City of Perris, California



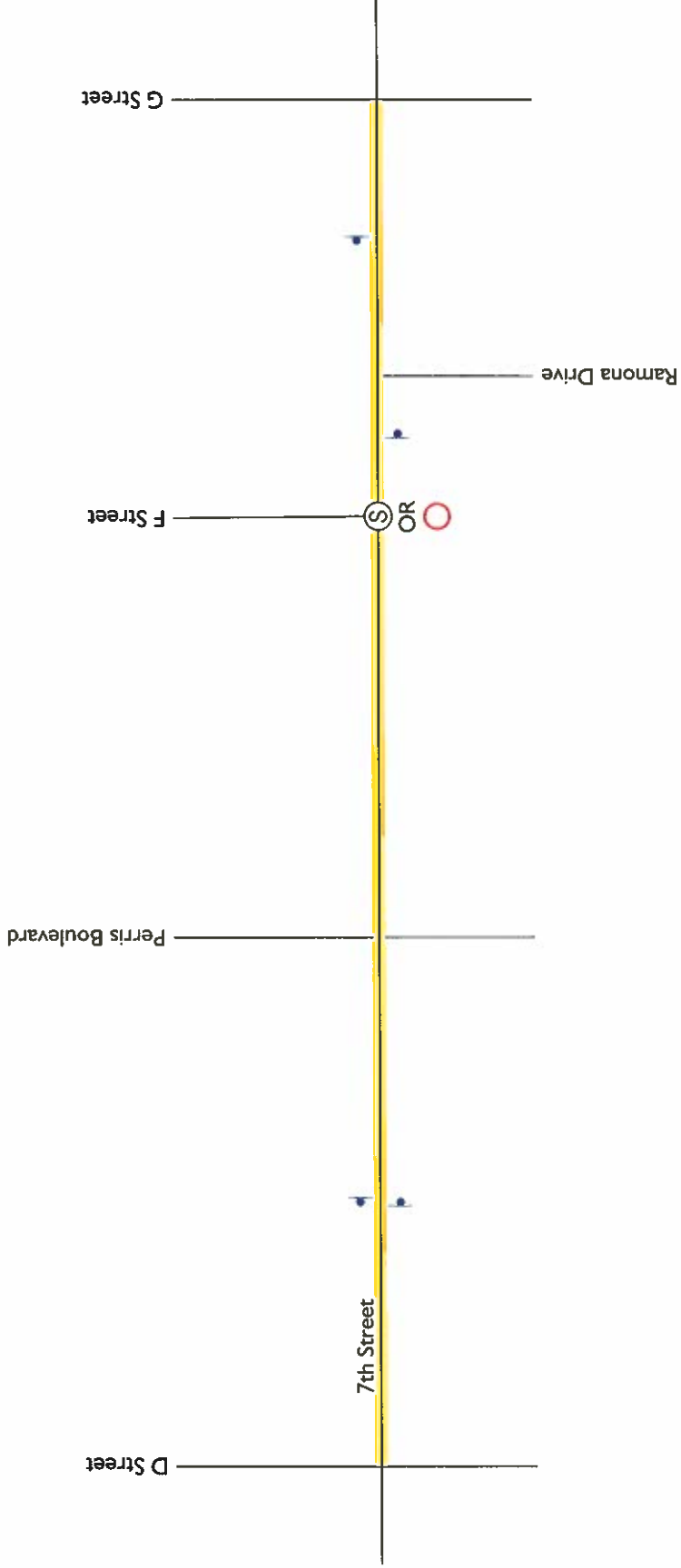
engineering  
group, inc.



Exhibit D  
**7th Street Traffic Calming  
Striping Recommendation**



# Exhibit E Recommendations



## Legend:

- Ⓢ = Existing Cross-Street Stop to be Analyzed for an All-Way Stop Warrant
- = Proposed Mini-Roundabout
- ➡ = Install Radar Speed Feedback Sign (onto nearest existing streetlight)
- = Install Double Yellow Centerline Striping (Detail 22) and install six-inch (6") white edge line (Detail 27B) approximately seven feet (7') from the curb face (see Exhibit D).

0352-2019-01

7TH STREET - G STREET TO D STREET TRAFFIC REVIEW, City of Perris, California



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# Tables

**TABLE 1**  
**Speed Survey Summary**

Location Numbers	Roadway	ADT <sup>1</sup>	85% Speed (mph)	10 mph pace speed	Speed Groups (mph)			
					0-25 mph	26-40 mph	41-55 mph	56+ mph
1	7th Street between G Street and F Street	2,001	37	26-35	242	1,644	113	2
2	7th Street between F Street and Perris Boulevard	2,204	34	26-35	630	1,510	64	0
3	7th Street between Perris Boulevard and D Street	1,847	33	21-30	697	1,134	16	0

<sup>1</sup> ADT= Average Daily Traffic

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# Appendices

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## **Appendix A**

California Road System Map (GRS)



## **Appendix B**

### Speed Surveys



### Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of Perris  
7th Street  
B/ G Street - F Street  
24 Hour Directional Speed Survey

PER001  
Site Code: 105-19037

**Eastbound**

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
01/24/19	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
01:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
02:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
03:00	0	0	0	1	5	0	0	0	0	0	0	0	0	0	6
04:00	0	0	0	2	5	2	1	0	0	0	0	0	0	0	10
05:00	0	0	1	7	7	7	7	0	0	0	0	0	0	0	29
06:00	1	2	5	7	16	11	2	1	0	0	0	0	0	0	45
07:00	2	1	3	26	44	33	15	1	0	0	0	0	0	0	125
08:00	2	0	1	20	24	21	3	2	0	0	0	0	0	0	73
09:00	1	0	2	20	19	13	5	1	0	0	0	0	0	0	61
10:00	1	2	1	14	21	12	1	0	0	0	0	0	0	0	52
11:00	2	1	2	16	24	9	3	0	0	0	0	0	0	0	57
12 PM	2	5	1	11	22	10	2	0	0	0	0	0	0	0	53
13:00	1	0	1	12	22	12	2	1	0	0	0	0	0	0	51
14:00	4	1	5	20	29	14	6	0	0	0	0	0	0	0	79
15:00	1	1	2	9	22	6	4	1	0	0	0	0	0	0	46
16:00	1	1	3	11	18	8	0	1	0	0	0	0	0	0	43
17:00	7	1	3	23	21	6	1	0	0	0	0	0	0	0	62
18:00	1	0	1	12	19	9	5	0	0	0	0	0	0	0	47
19:00	4	0	4	8	14	9	0	0	0	0	0	0	0	0	39
20:00	0	2	0	4	5	4	2	0	0	0	0	0	0	0	21
21:00	0	0	0	4	4	2	0	1	0	0	0	0	0	0	11
22:00	1	0	0	3	1	2	0	0	0	0	0	0	0	0	7
23:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
<b>Total</b>	<b>31</b>	<b>18</b>	<b>35</b>	<b>236</b>	<b>342</b>	<b>191</b>	<b>60</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>922</b>

Daily  
15th Percentile : 26 MPH  
50th Percentile : 32 MPH  
85th Percentile : 38 MPH  
95th Percentile : 41 MPH

Statistics  
Mean Speed(Average) : 32 MPH  
10 MPH Pace Speed : 26-35 MPH  
Number in Pace : 578  
Percent in Pace : 62.7%  
Number of Vehicles > 55 MPH : 0  
Percent of Vehicles > 55 MPH : 0.0%

# Counts Unlimited, Inc.

City of Perris  
7th Street  
B/ G Street - F Street  
24 Hour Directional Speed Survey

PO Box 1178  
Corona, CA 92878  
Phone: (951) 268-6268  
email: counts@countsunlimited.com

PER001  
Site Code: 105-19037

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
01/24/19	0	0	1	1	2	0	0	0	0	0	0	0	0	0	4
01:00	0	0	1	1	1	0	0	0	0	0	0	0	0	0	3
02:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
03:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
04:00	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3
05:00	0	1	0	1	3	2	1	0	0	0	0	0	0	0	8
06:00	2	2	0	4	8	5	0	1	0	0	0	0	0	0	22
07:00	3	0	3	20	43	23	5	1	0	0	0	0	0	0	98
08:00	0	0	4	13	20	16	9	20	0	1	0	0	0	0	63
09:00	0	2	3	10	14	12	3	1	0	0	0	0	0	0	45
10:00	0	1	11	15	15	8	0	0	0	0	0	0	0	0	50
11:00	2	1	4	16	19	11	2	0	0	0	0	0	0	0	55
12 PM	1	3	6	19	23	17	2	0	0	0	0	0	0	0	71
13:00	0	2	4	20	34	13	3	0	0	0	0	0	0	0	76
14:00	11	8	14	27	31	20	3	1	0	1	0	0	0	0	116
15:00	7	3	12	23	48	16	2	0	0	0	0	0	0	0	111
16:00	0	0	6	28	39	17	2	0	1	0	0	0	0	0	93
17:00	0	4	6	24	31	13	1	0	0	0	0	0	0	0	79
18:00	1	2	6	19	20	12	2	0	0	0	0	0	0	0	62
19:00	2	0	4	16	14	5	3	0	0	0	0	0	0	0	44
20:00	1	3	1	9	13	2	0	0	0	0	0	0	0	0	29
21:00	1	1	1	9	7	3	0	0	0	0	0	0	0	0	22
22:00	2	0	2	4	6	2	0	0	0	0	0	0	0	0	16
23:00	0	0	2	2	0	1	1	0	0	0	0	0	0	0	6
<b>Total</b>	<b>33</b>	<b>33</b>	<b>92</b>	<b>284</b>	<b>393</b>	<b>198</b>	<b>39</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1079</b>

Daily  
15th Percentile : 25 MPH  
50th Percentile : 31 MPH  
85th Percentile : 37 MPH  
95th Percentile : 39 MPH

Statistics  
Mean Speed(Average) : 31 MPH  
10 MPH Pace Speed : 26-35 MPH  
Number in Pace : 677  
Percent in Pace : 62.7%  
Number of Vehicles > 55 MPH : 2  
Percent of Vehicles > 55 MPH : 0.2%

Counts Unlimited, Inc.

PO Box 1178

Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of Perris

7th Street

B/ G Street - F Street

24 Hour Directional Speed Survey

Eastbound, Westbound

PER001  
Site Code: 105-19037

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
01/24/19	0	0	1	1	2	0	1	0	0	0	0	0	0	0	5
01:00	0	1	1	2	1	0	0	0	0	0	0	0	0	0	5
02:00	0	0	1	1	0	1	0	0	0	0	0	0	0	0	3
03:00	0	0	0	1	6	0	0	0	0	0	0	0	0	0	7
04:00	0	0	0	4	6	2	1	0	0	0	0	0	0	0	13
05:00	0	1	1	8	10	9	8	0	0	0	0	0	0	0	37
06:00	3	4	5	11	24	16	2	2	0	0	0	0	0	0	67
07:00	5	1	6	46	87	56	20	2	0	0	0	0	0	0	223
08:00	2	0	5	33	44	37	12	2	0	1	0	0	0	0	136
09:00	1	2	5	30	33	25	8	2	0	0	0	0	0	0	106
10:00	1	3	12	29	36	20	1	0	0	0	0	0	0	0	102
11:00	4	2	6	32	43	20	5	0	0	0	0	0	0	0	112
12 PM	3	8	7	30	45	27	4	0	0	0	0	0	0	0	124
13:00	1	2	5	32	56	25	5	1	0	0	0	0	0	0	127
14:00	15	9	19	47	60	34	9	1	0	1	0	0	0	0	195
15:00	8	4	14	32	70	22	6	1	0	0	0	0	0	0	157
16:00	1	1	9	39	57	25	2	1	1	0	0	0	0	0	136
17:00	7	5	9	47	52	19	2	0	0	0	0	0	0	0	141
18:00	2	2	7	31	39	21	7	0	0	0	0	0	0	0	109
19:00	6	0	8	24	28	14	3	0	0	0	0	0	0	0	83
20:00	1	5	1	17	18	6	2	0	0	0	0	0	0	0	50
21:00	1	1	1	13	11	5	0	1	0	0	0	0	0	0	33
22:00	3	0	2	7	7	4	0	0	0	0	0	0	0	0	23
23:00	0	0	2	3	0	1	1	0	0	0	0	0	0	0	7
Total	64	51	127	520	735	389	99	13	1	2	0	0	0	0	2001

Daily  
15th Percentile : 25 MPH  
50th Percentile : 31 MPH  
85th Percentile : 37 MPH  
95th Percentile : 40 MPH

Statistics  
Mean Speed(Average) : 31 MPH  
10 MPH Pace Speed : 26-35 MPH  
Number in Pace : 1255  
Percent in Pace : 62.7%  
Number of Vehicles > 55 MPH : 2  
Percent of Vehicles > 55 MPH : 0.1%

# Counts Unlimited, Inc.

PO Box 1178  
 Corona, CA 92878  
 Phone: (951) 268-6268  
 email: counts@countsunlimited.com

PER002  
 Site Code: 105-19037

City of Perris  
 7th Street  
 B/ F Street - Perris Boulevard  
 24 Hour Directional Classification Count  
 Eastbound

Start Time	15	16	20	21	25	26	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total
01/24/19	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
01:00	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
02:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	1	2	2	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	6
04:00	0	0	0	1	2	2	4	4	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	9
05:00	1	0	0	2	4	4	9	9	6	6	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	26
06:00	2	6	6	6	6	5	16	16	6	6	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	44
07:00	2	3	3	13	13	26	41	41	40	11	11	11	1	1	0	0	0	0	0	0	0	0	0	0	0	137
08:00	2	0	0	6	6	22	28	28	19	3	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	81
09:00	3	1	4	4	4	15	25	25	17	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	69
10:00	0	1	1	3	3	16	22	22	8	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	51
11:00	4	2	2	8	8	13	27	27	10	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	65
12 PM	5	1	1	8	8	12	16	16	6	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	50
13:00	3	1	1	3	3	15	25	25	8	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	56
14:00	4	3	3	10	10	21	25	25	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	78
15:00	3	1	1	9	9	15	12	12	3	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	45
16:00	2	5	5	6	6	14	12	12	2	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	45
17:00	4	3	3	15	15	24	12	12	5	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	64
18:00	5	1	1	7	7	21	17	17	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56
19:00	2	3	3	7	7	13	11	11	3	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	40
20:00	1	2	2	6	6	5	9	9	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
21:00	1	0	0	4	4	3	2	2	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	12
22:00	3	2	2	3	3	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
23:00	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
<b>Total</b>	<b>48</b>	<b>37</b>	<b>37</b>	<b>123</b>	<b>123</b>	<b>250</b>	<b>318</b>	<b>318</b>	<b>157</b>	<b>40</b>	<b>40</b>	<b>40</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>979</b>

Daily  
 15th Percentile : 22 MPH  
 50th Percentile : 30 MPH  
 85th Percentile : 36 MPH  
 95th Percentile : 39 MPH

Statistics  
 Mean Speed(Average) : 30 MPH  
 10 MPH Pace Speed : 26-35 MPH  
 Number in Pace : 568  
 Percent in Pace : 58.0%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

### Counts Unlimited, Inc.

PO Box 1178  
 Corona, CA 92878  
 Phone: (951) 268-6268  
 email: counts@countsunlimited.com

PER002  
 Site Code: 105-19037

City of Perris  
 7th Street  
 B/ F Street - Perris Boulevard  
 24 Hour Directional Classification Count

Start Time	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total
01/24/19	0	1	1	1	1	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
01:00	0	0	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
02:00	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
03:00	0	0	0	0	1	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:00	1	0	1	1	1	3	3	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
06:00	3	1	7	7	4	4	4	6	6	2	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	24
07:00	2	1	12	12	31	31	31	46	46	10	10	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	106
08:00	1	3	11	11	18	18	18	25	25	10	10	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	70
09:00	2	0	5	5	21	21	21	12	12	8	8	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	52
10:00	2	2	17	17	22	22	22	11	11	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	59
11:00	4	3	9	9	19	19	19	15	15	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60
12 PM	4	2	22	22	19	19	19	21	21	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74
13:00	7	5	18	18	26	26	26	21	21	6	6	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	84
14:00	16	14	26	26	42	42	42	24	24	6	6	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	131
15:00	10	12	23	23	45	45	45	25	25	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	122
16:00	5	8	27	27	40	40	40	22	22	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	108
17:00	6	4	22	22	34	34	34	22	22	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	92
18:00	6	4	21	21	28	28	28	12	12	5	5	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	77
19:00	2	2	13	13	18	18	18	13	13	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52
20:00	6	5	14	14	7	7	7	6	6	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40
21:00	1	4	10	10	5	5	5	4	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	26
22:00	2	3	5	5	3	3	3	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
23:00	0	0	3	3	1	1	1	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
<b>Total</b>	<b>80</b>	<b>74</b>	<b>268</b>	<b>268</b>	<b>392</b>	<b>392</b>	<b>392</b>	<b>300</b>	<b>300</b>	<b>93</b>	<b>93</b>	<b>15</b>	<b>15</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1225</b>

Daily  
 15th Percentile : 20 MPH  
 50th Percentile : 27 MPH  
 85th Percentile : 33 MPH  
 95th Percentile : 37 MPH

Statistics  
 Mean Speed(Average) : 27 MPH  
 10 MPH Pace Speed : 26-35 MPH  
 Number in Pace : 692  
 Percent in Pace : 56.5%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

### Counts Unlimited, Inc.

City of Perris  
 7th Street  
 B/ F Street - Perris Boulevard  
 24 Hour Directional Classification Count

PO Box 1178  
 Corona, CA 92878  
 Phone: (951) 268-6268  
 email: counts@countsunlimited.com

PER002  
 Site Code: 105-19037

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
01/24/19	1	1	1	2	1	1	0	0	0	0	0	0	0	0	6
01:00	1	1	1	1	1	0	0	0	0	0	0	0	0	0	5
02:00	0	0	1	0	1	0	1	0	0	0	0	0	0	0	3
03:00	0	0	1	3	3	0	0	1	0	0	0	0	0	0	8
04:00	0	0	1	4	5	1	1	0	0	0	0	0	0	0	12
05:00	2	0	3	7	11	7	4	0	0	0	0	0	0	0	34
06:00	5	7	13	9	22	8	3	1	0	0	0	0	0	0	68
07:00	4	4	25	57	87	50	15	1	0	0	0	0	0	0	243
08:00	3	3	17	40	53	29	4	2	0	0	0	0	0	0	151
09:00	5	1	9	36	37	25	5	3	0	0	0	0	0	0	121
10:00	2	3	20	38	33	13	1	0	0	0	0	0	0	0	110
11:00	8	5	17	32	42	20	1	0	0	0	0	0	0	0	125
12 PM	9	3	30	31	37	12	2	0	0	0	0	0	0	0	124
13:00	10	6	21	41	46	14	1	1	0	0	0	0	0	0	140
14:00	20	17	36	63	49	19	5	0	0	0	0	0	0	0	209
15:00	13	13	32	60	37	8	4	0	0	0	0	0	0	0	167
16:00	7	13	33	54	34	8	4	0	0	0	0	0	0	0	153
17:00	10	7	37	58	34	9	1	0	0	0	0	0	0	0	156
18:00	11	5	28	49	29	10	1	0	0	0	0	0	0	0	133
19:00	4	5	20	31	24	7	1	0	0	0	0	0	0	0	92
20:00	7	7	20	12	15	5	0	0	0	0	0	0	0	0	66
21:00	2	4	14	8	6	3	1	0	0	0	0	0	0	0	38
22:00	5	5	8	5	7	0	0	0	0	0	0	0	0	0	30
23:00	0	1	3	1	4	1	0	0	0	0	0	0	0	0	10
<b>Total</b>	<b>128</b>	<b>111</b>	<b>391</b>	<b>642</b>	<b>618</b>	<b>250</b>	<b>55</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2204</b>

Daily  
 15th Percentile : 21 MPH  
 50th Percentile : 28 MPH  
 85th Percentile : 34 MPH  
 95th Percentile : 39 MPH

Statistics  
 Mean Speed(Average) : 28 MPH  
 10 MPH Pace Speed : 26-35 MPH  
 Number in Pace : 1260  
 Percent in Pace : 57.2%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

# Counts Unlimited, Inc.

PO Box 1178  
Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of Perris  
7th Street  
B/ Perris Boulevard - D Street  
24 Hour Directional Speed Survey

PER003  
Site Code: 105-19037

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
Time	20	25	30	35	40	45	50	55	60	65	70	75	80	85	
01/24/19	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	2	2	1	0	0	0	0	0	0	0	0	3
03:00	0	0	1	3	2	0	2	0	0	0	0	0	0	0	8
04:00	2	1	3	3	3	1	0	0	0	0	0	0	0	0	13
05:00	1	0	3	10	5	5	0	0	0	0	0	0	0	0	27
06:00	2	4	11	12	7	7	0	0	0	0	0	0	0	0	47
07:00	4	3	27	69	13	1	1	0	0	0	0	0	0	0	183
08:00	3	4	17	29	5	0	0	0	0	0	0	0	0	0	93
09:00	1	2	7	12	8	1	1	0	0	0	0	0	0	0	58
10:00	0	6	11	18	1	1	1	0	0	0	0	0	0	0	51
11:00	2	3	17	11	2	0	0	0	0	0	0	0	0	0	54
12 PM	0	3	7	2	0	0	0	0	0	0	0	0	0	0	19
13:00	0	4	12	3	2	0	0	0	0	0	0	0	0	0	26
14:00	9	8	11	2	2	0	0	1	0	0	0	0	0	0	38
15:00	3	3	6	1	0	1	0	0	0	0	0	0	0	0	17
16:00	3	7	11	1	0	0	0	0	0	0	0	0	0	0	30
17:00	4	5	20	10	0	0	0	0	0	0	0	0	0	0	57
18:00	5	4	16	9	2	2	0	0	0	0	0	0	0	0	63
19:00	1	1	7	8	2	0	0	0	0	0	0	0	0	0	36
20:00	1	4	4	3	3	0	0	0	0	0	0	0	0	0	27
21:00	0	1	2	2	1	1	0	0	0	0	0	0	0	0	14
22:00	2	2	6	0	0	0	0	0	0	0	0	0	0	0	12
23:00	0	0	1	2	2	0	0	0	0	0	0	0	0	0	5
<b>Total</b>	<b>43</b>	<b>65</b>	<b>204</b>	<b>211</b>	<b>55</b>	<b>7</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>884</b>

Daily  
15th Percentile : 20 MPH  
50th Percentile : 27 MPH  
85th Percentile : 33 MPH  
95th Percentile : 36 MPH

Statistics  
Mean Speed(Average) : 27 MPH  
10 MPH Pace Speed : 26-35 MPH  
Number in Pace : 509  
Percent in Pace : 57.6%  
Number of Vehicles > 55 MPH : 0  
Percent of Vehicles > 55 MPH : 0.0%

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City of Perris  
 7th Street  
 B/ Perris Boulevard - D Street  
 24 Hour Directional Speed Survey

PER003  
 Site Code: 105-19037

**Westbound**

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	999	Total
01/24/19	0	0	3	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
01:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
03:00	0	0	0	0	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	0	0	0	0	0	1	2	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
05:00	0	0	0	0	1	1	4	0	11	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
06:00	1	1	1	1	6	8	8	8	9	9	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	28
07:00	9	3	3	24	24	62	62	62	50	14	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	163
08:00	1	4	4	11	11	21	21	21	30	5	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	73
09:00	0	0	0	5	5	14	14	14	14	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53
10:00	0	0	4	26	26	15	15	15	13	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	62
11:00	2	8	8	22	22	19	19	19	14	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	67
12 PM	2	6	6	13	13	12	12	12	7	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
13:00	2	5	5	11	11	13	13	13	8	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	42
14:00	19	16	16	20	20	18	18	18	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	78
15:00	8	12	12	16	16	10	10	10	6	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53
16:00	3	10	10	25	25	14	14	14	7	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	61
17:00	6	7	7	10	10	20	20	20	13	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	58
18:00	2	3	3	17	17	19	19	19	7	4	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53
19:00	3	1	1	6	6	19	19	19	9	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	41
20:00	0	0	2	9	9	12	12	12	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
21:00	0	0	0	6	6	5	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11
22:00	2	2	2	5	5	3	3	3	0	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
23:00	0	0	0	2	2	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
<b>Total</b>	<b>60</b>	<b>87</b>	<b>87</b>	<b>238</b>	<b>238</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>211</b>	<b>53</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>963</b>	

Daily  
 15th Percentile : 19 MPH  
 50th Percentile : 26 MPH  
 85th Percentile : 33 MPH  
 95th Percentile : 36 MPH

Statistics  
 Mean Speed(Average) : 26 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 544  
 Percent in Pace : 56.5%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%



**Counts Unlimited, Inc.**

PO Box 1178

Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

City of Perris

7th Street

B/ Perris Boulevard - D Street

24 Hour Directional Speed Survey

Eastbound, Westbound

PER003  
Site Code: 105-19037

Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total
	15	20	25	30	35	40	45	50	55	60	65	70	75	999	
01/24/19	0	3	2	1	0	0	0	0	0	0	0	0	0	0	6
01:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
02:00	0	0	1	0	2	1	0	0	0	0	0	0	0	0	4
03:00	0	0	3	3	3	0	2	0	0	0	0	0	0	0	11
04:00	2	1	4	5	4	2	0	0	0	0	0	0	0	0	18
05:00	1	0	4	12	21	6	0	0	0	0	0	0	0	0	44
06:00	3	5	17	19	21	8	1	1	0	0	0	0	0	0	75
07:00	13	6	51	128	119	27	2	0	0	0	0	0	0	0	346
08:00	4	8	28	56	59	10	1	0	0	0	0	0	0	0	166
09:00	1	2	12	52	26	17	1	0	0	0	0	0	0	0	111
10:00	0	10	37	29	31	5	1	0	0	0	0	0	0	0	113
11:00	4	11	39	38	25	4	0	0	0	0	0	0	0	0	121
12 PM	2	9	20	19	9	1	1	0	0	0	0	0	0	0	61
13:00	2	9	23	17	11	5	0	0	1	0	0	0	0	0	68
14:00	28	24	31	24	7	2	0	0	0	0	0	0	0	0	116
15:00	11	15	22	13	7	1	1	0	0	0	0	0	0	0	70
16:00	6	17	36	22	8	1	1	0	0	0	0	0	0	0	91
17:00	10	12	30	38	23	2	0	0	0	0	0	0	0	0	115
18:00	7	7	33	46	16	6	1	0	0	0	0	0	0	0	116
19:00	4	2	13	36	17	4	0	1	0	0	0	0	0	0	77
20:00	1	6	13	24	7	4	0	0	0	0	0	0	0	0	55
21:00	0	1	8	12	2	1	1	0	0	0	0	0	0	0	25
22:00	4	4	11	5	0	1	0	0	0	0	0	0	0	0	25
23:00	0	0	3	4	4	0	0	0	0	0	0	0	0	0	11
<b>Total</b>	<b>103</b>	<b>152</b>	<b>442</b>	<b>604</b>	<b>422</b>	<b>108</b>	<b>13</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1847</b>

Daily  
 15th Percentile : 20 MPH  
 50th Percentile : 26 MPH  
 85th Percentile : 33 MPH  
 95th Percentile : 36 MPH

Statistics  
 Mean Speed(Average) : 27 MPH  
 10 MPH Pace Speed : 21-30 MPH  
 Number in Pace : 1046  
 Percent in Pace : 56.6%  
 Number of Vehicles > 55 MPH : 0  
 Percent of Vehicles > 55 MPH : 0.0%

## **Appendix C**

Collision Data

Total Count: 429

Primary Rd	County	Distance (ft)	Direction	W	Secondary Rd	PERRIS BL	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy
City	Perris	Riverside	Population	4	Rpt Dist	916 D	Type	0	CalTrans	0	Badge	N3672	Collision Date	20160607
Primary Collision Factor	UNSAFE SPEED	Weather?	Violation	22350	Collision Type	SIDESWIPE	Severity	PDO	NO UNUSL CND	Rdwy Cond?	#Killed	0	Tow Away?	N
Weather1	CLEAR	Weather2	Rdwy Surface	DRY	Lighting	DARK - ST	Ped Action	NO UNUSL CND	Rdwy Cond?	0	Spec Cond	0	Process Date	20160617
Hit and Run	MSDMNR	Motor Vehicle Involved With	OTHER MV	Party Info	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	PROC ST	E	A	0800	KIA	2016	-	-
1F	DRVR	998	-	IMP UNK	IMP UNK	PARKED	PROC ST	E	A	0800	KIA	2016	-	-
2	PRKD	998	-	IMP UNK	IMP UNK	PARKED	PROC ST	E	A	0800	KIA	2016	-	-
7TH ST	Riverside	0	Direction	W	Secondary Rd	B ST	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy
City	Perris	Riverside	Population	4	Rpt Dist	916D	Type	0	CalTrans	0	Badge	3552	Collision Date	20161123
Primary Collision Factor	R-O-W AUTO	Weather?	Violation	21802A	Collision Type	BROADSIDE	Severity	PDO	NO UNUSL CND	Rdwy Cond?	#Killed	0	Tow Away?	Y
Weather1	CLEAR	Weather2	Rdwy Surface	DRY	Lighting	DARK - ST	Ped Action	NO UNUSL CND	Rdwy Cond?	0	Spec Cond	0	Process Date	20161202
Hit and Run	MSDMNR	Motor Vehicle Involved With	OTHER MV	Party Info	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	PROC ST	E <td>A <td>0100</td> <td>TOYOT</td> <td>2013</td> <td>-</td> <td>-</td> </td>	A <td>0100</td> <td>TOYOT</td> <td>2013</td> <td>-</td> <td>-</td>	0100	TOYOT	2013	-	-
1F	DRVR	998	-	IMP UNK	IMP UNK	PROC ST	PROC ST	E <td>A <td>0100</td> <td>TOYOT</td> <td>2013</td> <td>-</td> <td>-</td> </td>	A <td>0100</td> <td>TOYOT</td> <td>2013</td> <td>-</td> <td>-</td>	0100	TOYOT	2013	-	-
2	DRVR	47	F	H	H	PROC ST	PROC ST	E <td>A <td>0100</td> <td>TOYOT</td> <td>2013</td> <td>-</td> <td>-</td> </td>	A <td>0100</td> <td>TOYOT</td> <td>2013</td> <td>-</td> <td>-</td>	0100	TOYOT	2013	-	-

Total Count: 487

Primary Rd	7TH ST	Distance (ft)	0	Direction	Secondary Rd	B ST	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy												
City	Perris	Riverside	Roadside	Population	4	Rpt Dist	916D	Beat	035	Type	0	CalTrans	Collision Date	20170919	Time	1315	Day	TUE								
Primary Collision Factor	R-O-W AUTO	Weather?	CLEAR	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	Y	Process Date	20171228						
Weather1	CLEAR	Weather2	CLEAR	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	Y	Process Date	20171228						
Hit and Run	Hit and Run	Hit and Run	Hit and Run	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	Y	Process Date	20171228						
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	ROLE	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR	39	M	W	HNBD	PROC ST	S	D	2200	CHEVR	2009	-	3	N	-	L	G	-	L	G						
2	DRVR	39	F	H	HNBD	PROC ST	E	A	0100	CHEVR	2014	-	3	N	-	L	G	-	L	G						
Primary Rd	7TH ST	Distance (ft)	0	Direction	Secondary Rd	C ST	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy												
City	Perris	Riverside	Roadside	Population	4	Rpt Dist	916D	Beat	393	Type	0	CalTrans	Collision Date	20170518	Time	1327	Day	THU								
Primary Collision Factor	R-O-W AUTO	Weather?	CLEAR	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	N	Process Date	20170530						
Weather1	CLEAR	Weather2	CLEAR	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	N	Process Date	20170530						
Hit and Run	Hit and Run	Hit and Run	Hit and Run	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	N	Process Date	20170530						
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	ROLE	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR	18	M	A	HNBD	PROC ST	S	D	2200	TOYOT	2008	-	3	N	-	M	G	-	M	G						
2	DRVR	25	F	H	HNBD	PROC ST	W	A	0700	TOYOT	2000	-	3	N	-	M	G	-	M	G						
Primary Rd	7TH ST	Distance (ft)	160	Direction	Secondary Rd	PERRIS BL	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy												
City	Perris	Riverside	Roadside	Population	4	Rpt Dist	916D	Beat	035	Type	0	CalTrans	Collision Date	20170507	Time	2016	Day	SUN								
Primary Collision Factor	UNSAFE SPEED	Weather?	CLEAR	Motor Vehicle Involved With	PKD MV	Lighting	DARK - ST	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	Y	Process Date	20170606						
Weather1	CLEAR	Weather2	CLEAR	Motor Vehicle Involved With	PKD MV	Lighting	DARK - ST	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	Y	Process Date	20170606						
Hit and Run	Hit and Run	Hit and Run	Hit and Run	Motor Vehicle Involved With	PKD MV	Lighting	DARK - ST	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	0	Tow Away?	Y	Process Date	20170606						
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	ROLE	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR	18	M	H	HNBD	PROC ST	E	A	0100	INFIN	2006	-	3	N	-	L	G	-	L	G						
2	PRKD	998	-	-	PARKED	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
3	PRKD	998	-	-	PARKED	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
4	PRKD	998	-	-	PARKED	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
Primary Rd	A ST	Distance (ft)	0	Direction	Secondary Rd	11TH ST	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy												
City	Perris	Riverside	Roadside	Population	4	Rpt Dist	916C	Beat	034	Type	0	CalTrans	Collision Date	20170803	Time	0920	Day	THU								
Primary Collision Factor	R-O-W AUTO	Weather?	CLEAR	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	1	Tow Away?	N	Process Date	20170815						
Weather1	CLEAR	Weather2	CLEAR	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	1	Tow Away?	N	Process Date	20170815						
Hit and Run	Hit and Run	Hit and Run	Hit and Run	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	1	Tow Away?	N	Process Date	20170815						
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	ROLE	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR	25	F	H	HNBD	PROC ST	N	A	0100	KIA	2012	-	3	F	-	M	G	-	M	G						
2	DRVR	71	F	W	HNBD	PROC ST	E	A	0100	CHEVR	2013	-	3	N	-	L	G	-	L	G						
Primary Rd	A ST	Distance (ft)	35	Direction	Secondary Rd	4TH ST	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy												
City	Perris	Riverside	Roadside	Population	4	Rpt Dist	916C	Beat	034	Type	0	CalTrans	Collision Date	20170109	Time	1508	Day	MON								
Primary Collision Factor	STRNGBCKNG	Weather?	CLOUDY	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	1	Tow Away?	N	Process Date	20170203						
Weather1	CLOUDY	Weather2	CLOUDY	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	1	Tow Away?	N	Process Date	20170203						
Hit and Run	Hit and Run	Hit and Run	Hit and Run	Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action	NO UNSL CND	Rdwy Cond2	Severity	PDO	#Killed	0	#Injured	1	Tow Away?	N	Process Date	20170203						
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	ROLE	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR	998	M	H	IMP UNK	PROC ST	N	A	0100	-	-	-	-	-	-	-	-	-	-	-						
2	DRVR	54	F	H	HNBD	STOPPED	N	A	0700	NISSA	2015	-	3	N	-	M	G	-	M	G						

Total Count: 487

Primary Rd		Distance (ft)		Direction		Secondary Rd		JARVIS ST		NCIC		3300 State Hwy?		N Route		Postmile Prefix		Postmile		Side of Hwy			
City	Permis	County	Riverside	Unsafe Speed	Weather?	Population	Dir	Rpt Dist	Beat	Type	SP Info	Year	Make	Model	Year	SP Info	Year	Make	Model	Year	SP Info	Year	
1	PRKD 998	M	B	IMP UNK	IMP UNK	916B	S	4	032	0	-	2011	GMC	2005	-	-	2011	0700	0800	2011	04298	0	SUN
2	DRVR 998	M	B	IMP UNK	IMP UNK	916B	N	4	032	0	-	2011	GMC	2005	-	-	2011	0700	0800	2011	04298	0	SUN
Primary Collision Factor: UNSAFE SPEED Weather: CLEAR Motor Vehicle Involved With PKD MV Motor Vehicle Involved With PKD MV																							
Party Type		Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	Dir	SW Veh	CHP Veh	Make	Year	SP Info	Year	Make	Model	Year	SP Info	Year	
1	PRKD 998	-	M	B	IMP UNK	IMP UNK	PARKED	S	A	A	S	A	0700	GMC	2011	-	-	2011	0700	0800	2011	04298	0
2	DRVR 998	-	M	B	IMP UNK	IMP UNK	PROC ST	N	A	A	N	A	0800	CHRY5	2005	-	-	2011	0700	0800	2011	04298	0
Party Info Party Type: 1F Age: 998, Sex: M, Race: B, Sobriety1: IMP UNK, Sobriety2: IMP UNK, Move: PROC ST, Pre: N, Dir: A, SW Veh: A, CHP Veh: 0700, Make: GMC, Year: 2011, SP Info: -, Year: -, Make: CHRY5, Model: 2005, Year: -, SP Info: -, Year: -																							
Primary Rd		Distance (ft)		Direction		Secondary Rd		WILSON AV		NCIC		3300 State Hwy?		N Route		Postmile Prefix		Postmile		Side of Hwy			
1F	DRVR 35	M	H	FATG	UNS TURN	130	N	S	5TH ST	0	-	2002	NISSA	2002	-	-	2002	0700	0700	2002	03552	0	THU
Primary Collision Factor: IMPROP TURN Weather: CLEAR Motor Vehicle Involved With OTHER MV																							
Party Type		Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	Dir	SW Veh	CHP Veh	Make	Year	SP Info	Year	Make	Model	Year	SP Info	Year	
1F	DRVR 35	35	M	H	FATG	UNS TURN	U-TURN	N	S	A	N	A	0700	NISSA	2002	-	-	2002	0700	0700	2002	03552	0
2	DRVR 29	F	H	HNB	IMP UNK	IMP UNK	PROC ST	N	A	A	N	A	0700	NISSA	2015	-	-	2015	0700	0700	2015	03552	0
Party Info Party Type: 1F Age: 35, Sex: M, Race: H, Sobriety1: FATG, Sobriety2: UNS TURN, Move: U-TURN, Pre: N, Dir: S, SW Veh: A, CHP Veh: 0700, Make: NISSA, Year: 2002, SP Info: -, Year: -, Make: NISSA, Model: 2002, Year: -, SP Info: -, Year: -																							
Primary Rd		Distance (ft)		Direction		Secondary Rd		7TH ST		NCIC		3300 State Hwy?		N Route		Postmile Prefix		Postmile		Side of Hwy			
1F	DRVR 19	M	H	HNB	IMP UNK	IMP UNK	LFT TURN	W	A	A	N	A	0700	PONTI	2004	-	-	2004	0700	0700	2004	04298	0
2	DRVR 38	F	B	HNB	IMP UNK	IMP UNK	PROC ST	S	A	A	N	A	0700	SUBAR	2015	-	-	2015	0700	0700	2015	04298	0
Primary Collision Factor: UNSAFE SPEED Weather: CLEAR Motor Vehicle Involved With OTHER MV																							
Party Type		Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	Dir	SW Veh	CHP Veh	Make	Year	SP Info	Year	Make	Model	Year	SP Info	Year	
1F	DRVR 19	19	M	H	HNB	IMP UNK	LFT TURN	W	A	A	N	A	0700	PONTI	2004	-	-	2004	0700	0700	2004	04298	0
2	DRVR 38	38	F	B	HNB	IMP UNK	PROC ST	S	A	A	N	A	0700	SUBAR	2015	-	-	2015	0700	0700	2015	04298	0
Party Info Party Type: 1F Age: 19, Sex: M, Race: H, Sobriety1: IMP UNK, Sobriety2: IMP UNK, Move: LFT TURN, Pre: W, Dir: A, SW Veh: A, CHP Veh: 0700, Make: PONTI, Year: 2004, SP Info: -, Year: -, Make: SUBAR, Model: 2015, Year: -, SP Info: -, Year: -																							
Primary Rd		Distance (ft)		Direction		Secondary Rd		SAN JACINTO AV		NCIC		3300 State Hwy?		N Route		Postmile Prefix		Postmile		Side of Hwy			
1F	DRVR 998	-	M	B	IMP UNK	IMP UNK	PROC ST	N	A	A	N	A	0900	FORD	2000	-	-	2000	0900	0900	2000	04298	0
2	OTHR 998	-	M	B	HNB	IMP UNK	PARKED	S	-	-	-	-	0000	FORD	2000	-	-	2000	0000	0000	2000	04298	0
Primary Collision Factor: UNSAFE SPEED Weather: CLEAR Motor Vehicle Involved With PKD MV																							
Party Type		Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	Dir	SW Veh	CHP Veh	Make	Year	SP Info	Year	Make	Model	Year	SP Info	Year	
1F	DRVR 998	-	M	B	IMP UNK	IMP UNK	PROC ST	N	A	A	N	A	0900	FORD	2000	-	-	2000	0900	0900	2000	04298	0
2	OTHR 998	-	M	B	HNB	IMP UNK	PARKED	S	-	-	-	-	0000	FORD	2000	-	-	2000	0000	0000	2000	04298	0
Party Info Party Type: 1F Age: 998, Sex: M, Race: B, Sobriety1: IMP UNK, Sobriety2: IMP UNK, Move: PROC ST, Pre: N, Dir: A, SW Veh: A, CHP Veh: 0900, Make: FORD, Year: 2000, SP Info: -, Year: -, Make: FORD, Model: 2000, Year: -, SP Info: -, Year: -																							

This report is excerpted subject to the Terms of Use. Due to collision records processing backlogs, SWTRSS data is typically seven months behind. Data requested for dates seven months prior to the current date will be incomplete.

Include State Highways cases

Report Run On: 01/11/2019

Primary Rd	Distance (ft)	Direction	Secondary Rd	NCIC	State Hwy?	N Route	Postmile Prefix	Postmile	Side of Hwy														
City	Riverside	Population	Rpt Dist	Type	CalTrans	Badge	Collision Date	Time	Day														
Primary Collision Factor	STOP SGN(SIG)	Violation	22450A	BROADSIDE	Severity	INJURY	#Killed	Tow Away?	Process Date														
Weather1	CLEAR	Weather2	Rdwy Surface	DRY	Rdwy Cond1	NO UNUSL CND	Rdwy Cond2	Spec Cond	20180706														
Hit and Run	Motor Vehicle Involved With OTHER MV	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	FNCNTG	Loc Type	Ramp/Int															
Party Type	Age Sex Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make Year	SP Info	SP Info	Viol	FAF1	Viol	FAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR 61 M H HNB			RGT TURN	N	A	0700	KIA 2004	-	A	22450	N	M	B	DRVR	COMP PN 61	M	1	0	0	P	B	
2	DRVR 24 F H HNB			PROC ST	E	A	0100	CHRY'S 2004	-	N	-	L	G	DRVR	OTH VIS 24	F	1	0	0	0	L	G	
Party Type	Age Sex Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make Year	SP Info	SP Info	Viol	FAF1	Viol	FAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected
1F	DRVR 35 M H HNB			PROC ST	N	A	0700	NISSA 2006	-	3	N	-	M	H	PASS		F	6	F	5	0	M	G
2	DRVR 28 F H HNB			PROC ST	E	A	0700	TOYOT 2006	-	3	N	-	L	G	DRVR	OTH VIS 28	F	1	0	0	L	G	
				PROC ST	E	A	0700	TOYOT 2006	-	3	N	-	L	G	PASS		M	11	M	3	0	L	G
				PROC ST	E	A	0700	TOYOT 2006	-	3	N	-	L	G	PASS		M	11	M	3	0	L	G

Include State Highways cases

Primary Rd	Distance (ft)	Direction	W	Secondary Rd	JAN MARIE WY	NCIC	3300	State Hwy?	N	Route	Postmile Prefix	Postmile	Side of Hwy													
City	Perris	Riverside	4	Rpt Dist	916B	Type	0	CalTrans	0	Badge	5220	Collision Date	20180515													
Primary Collision Factor	STRTING/BACKING	Weather?	22106	Collision Type	REAR END	Severity	PDO	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	N													
Weather?	CLEAR	Weather?	22107	Collision Type	HEAD-ON	Severity	INJURY	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	N													
Hit and Run	MSDMNR	Motor Vehicle Involved With PKD MV	Lighting	DAYLIGHT	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR	Loc Type	0	Spec Cond	0													
Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info													
Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected	
1F	DRVR	998	H	IMP UNK	IMP UNK	BACKING	E	A	0100	0700	JEEP	2008	-	3	N	-	-	-	ROLE	EXT OF INJ	AGE	SEX	SEAT POS	SAFETY	EQUIP	EJECTED
2	PRKD	998	-	PARKED	N	A	0700	JEEP	2008	-	3	N	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Primary Rd	E 14TH ST	Distance (ft)	0	Direction	E	Secondary Rd	F ST	NCIC	3300	State Hwy?	N	Route	20180416													
City	Perris	Riverside	4	Rpt Dist	916C	Beat	034	Type	0	CalTrans	3552	Collision Date	20180416													
Primary Collision Factor	DRVR ALC/DGRG	Weather?	23152B	Collision Type	OTHER	Severity	PDO	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	Y													
Weather?	CLEAR	Weather?	23152B	Collision Type	OTHER	Severity	PDO	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	Y													
Hit and Run	MSDMNR	Motor Vehicle Involved With PKD MV	Lighting	DAYLIGHT	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR	Loc Type	0 <td>Spec Cond</td> <td>0</td>	Spec Cond	0													
Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info													
Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected	
1F	DRVR	24	M	H	HBD-JI	BACKING	E	D	2200	DODGE	1998	-	3	N	-	-	-	-	PASS	24	M	3	0	M	G	
2	PRKD	998	-	PARKED	N	A	0100	CHEVR	2015	-	3	N	-	-	-	-	-	-	PASS	31	M	3	0	M	H	
Primary Rd	E 4TH ST	Distance (ft)	0	Direction	E	Secondary Rd	E 4TH ST	570	NCIC	3300	State Hwy?	N	Route													
City	Perris	Riverside	4	Rpt Dist	916D	Beat	035	Type	0	CalTrans	3290	Collision Date	20181001													
Primary Collision Factor	OTHER IMPROP DRV	Weather?	23152B	Collision Type	BROADSIDE	Severity	PDO	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	N													
Weather?	CLEAR	Weather?	23152B	Collision Type	BROADSIDE	Severity	PDO	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	N													
Hit and Run	MSDMNR	Motor Vehicle Involved With PKD MV	Lighting	DAYLIGHT	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR	Loc Type	0 <td>Spec Cond</td> <td>0</td>	Spec Cond	0													
Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info													
Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected	
1F	DRVR	998	M	H	IMP UNK	IMP UNK	PARKING	-	A	0100	HONDA	2015	-	-	N	-	-	-	-	-	-	-	-	-	-	
2	PRKD	998	-	PARKED	-	A	0100	CADIL	2015	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Primary Rd	E 4TH ST	Distance (ft)	64	Direction	W	Secondary Rd	F ST	NCIC	3300	State Hwy?	N	Route	20180425													
City	Perris	Riverside	4	Rpt Dist	916D	Beat	035	Type	0	CalTrans	N5953	Collision Date	20180425													
Primary Collision Factor	OTHER IMPROP DRV	Weather?	22107	Collision Type	AUTO/PEP	Severity	INJURY	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	N													
Weather?	CLEAR	Weather?	22107	Collision Type	AUTO/PEP	Severity	INJURY	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	N													
Hit and Run	FELONY	Motor Vehicle Involved With PKD	Lighting	DAYLIGHT	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR	Loc Type	0 <td>Spec Cond</td> <td>0</td>	Spec Cond	0													
Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info													
Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected	
1F	DRVR	46	M	H	HNB	BACKING	W	A	0700	FORD	2003	-	3	N	-	-	-	-	-	-	-	-	-	-	-	
2	PED	46	M	H	HNB	BACKING	W	A	0700	FORD	2003	-	3	N	-	-	-	-	-	-	-	-	-	-	-	
Primary Rd	E 7TH ST	Distance (ft)	300	Direction	E	Secondary Rd	D ST	NCIC	3300	State Hwy?	N	Route	20181203													
City	Perris	Riverside	4	Rpt Dist	916D	Beat	2PE31	Type	0	CalTrans	2780	Collision Date	20181027													
Primary Collision Factor	IMPROP TURN	Weather?	22107	Collision Type	HEAD-ON	Severity	INJURY	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	Y													
Weather?	CLEAR	Weather?	22107	Collision Type	HEAD-ON	Severity	INJURY	NO UNUSL CND	Rdwy Cond2	#Killed	0	Tow Away?	Y													
Hit and Run	MSDMNR	Motor Vehicle Involved With PKD MV	Lighting	DAYLIGHT	Lighting	DAYLIGHT	Ped Action	Cntrl Dev	NT PRS/FCTR	Loc Type	0 <td>Spec Cond</td> <td>0</td>	Spec Cond	0													
Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info	Party Info													
Type	Age	Sex	Race	Sobriety1	Sobriety2	Move	Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety Equip	Role	Ext Of Inj	AGE	Sex	Seat Pos	Safety	EQUIP	Ejected	
1F	DRVR	68	M	W	HNB	PROC ST	W	A	0100	HONDA	1997	-	3	F	-	-	-	-	DRVR	OTH VIS	68	M	1	0	M	G
2	DRVR	68	F	H	HNB	PARKED	E	A	0100	TOYOT	2007	-	3	N	-	-	-	-	PASS	OTH VIS	56	F	2	0	M	G
																			DRVR	COMP PN	68	F	1	0	M	G

**CITY OF PERRIS  
CITY COUNCIL  
AGENDA SUBMITTAL**

**MEETING DATE: February 26, 2019**

**SUBJECT:** Equipment Purchase Agreement with Leotek Electronics USA, LLC.  
For LS-1 Street Light Retrofit Project

**REQUESTED ACTION:** Approve the Equipment Purchase Agreement with Leotek Electronics USA LLC. for the Streetlight Retrofit Project, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney's Office

**CONTACT:**   
Habib Motlagh, City Engineer

**BACKGROUND/DISCUSSION:**

On March 28, 2017 the City Council approved the Purchase and Sales & No-fee License Agreements for the acquisition of over 4,140 SCE Owned LS-1 Streetlights. At that meeting, City Council also directed City Staff to negotiate maintenance Agreement terms with WRCOG to provide for the LED retrofit and on-going maintenance of the recently acquired streetlights. To date, the City of Perris has executed a maintenance and retrofit agreement with WRCOG and their third party Contractor Siemens Industry, Inc., whom WRCOG selected during a competitive procurement process. However, tonight, the City Council is being asked to consider awarding the LED lighting and equipment purchase agreement directly between the City of Perris and Leotek Electronics USA LLC., whom City staff have determined to be the lowest most responsive bidder, identified during WRCOG's competitive procurement process.

WRCOG's selection committee determined California Electric Supply/GE to be the lowest most responsive bidder to supply lighting and equipment to the region as a whole. However, due to the unique inventory of existing lighting within Perris, and the selection of a particular Lighting Condition Choice, Choice B, Leotek Electronics USA LLC. actually represents the lowest most responsive bidder for the City of Perris. The overall long term cost savings to the City of Perris based on an award to California Electric Supply/GE is estimated at \$4,461,829; long term cost savings based on award to Leotek Electronics is estimated to be \$4,893,848. Therefore, an award to Leotek Electronics results in a net 20 year estimated savings of \$432,019 to the City of Perris. (See Attachment #1). As such, staff recommends that the City Council award the LED lighting and equipment purchase Contract to Leotek Electronics USA, LLC.

**EVALUATION AND SELECTION PROCESS**

In addition to Perris, ten other jurisdictions in Riverside will be purchasing their LS-1 streetlights from SCE. As the 11 jurisdictions within Western Riverside County readied themselves for subsequent ownership of these systems, WRCOG was asked to pursue a regional procurement, retrofit, and maintenance program on behalf of the participating jurisdictions.

WRCOG's program was also supposed to include the purchase of equipment and LED lights provided by a different third party supplier, selected by a separate competitive procurement process. Numerous jurisdictions, including the City of Perris, were invited to participate in the selection process. The final top two candidates selected during WRCOG's procurement process were California Electric Supply/GE, and Leotek Electronics USA LLC. WRCOG's Staff Reports dated April 2 and June 22, 2018, summarize the procurement process (See Attachment 2).



On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights. On December 21, 2017, the RFQ closed and staff received proposals from 11 different lighting vendors. WRCOG formed an Evaluation Committee consisting of WRCOG's financial consultant (PFM), O&M contractor (Siemens), and interested jurisdictions involved in the Program.

## **PART 1 EVALUATION**

Part 1 of the evaluation process consisted of a review of each vendors responsiveness to the requirements of the RFQ. As a result, 4 of the 11 vendors were deemed unresponsive, and were therefore ineligible to continue along the evaluation process.

## **PART 2 EVALUATION**

During Part 2 of the evaluation process, each jurisdiction was asked to provide an overall ranking of the remaining vendors based on capability, scheduling, project costs, and background/references. Leotek Electronics USA LLC, was overwhelmingly selected by the entire committee, followed by 6 other finalists: 1) Leotek Electronics, 2) Graybar Phillips, 3) Cree, 4) Anixter-Howard, 5) GONLED-Acuity, 6) California Electric/GE, and 7) Walter-Acuity (See Attachment 3).

## **PART 3 EVALUATION SUB-PARTS A & B**

Part 3 of the evaluation process was a two part evaluation of the lighting itself: Sub-part A and Sub-Part B. In "Sub-Part A" each jurisdiction was asked to provide an overall ranking based on how each LED light bulb performed under three lighting conditions, A, B, or C.

### Lighting Condition Choice Based on Individual Jurisdiction Preference

Every incumbent luminaire can be replaced with either

- A. luminaire that matches or improves the minimum light levels
- B. A luminaire that improves minimum light levels and matches average light levels
- C. A luminaire that increases all light levels by at least 15%

Perception

- A. Comparable to existing street lighting
- B. Slightly brighter than existing street lighting
- C. Much brighter than existing street lighting

The Part 3, Sub-Part B ranking was provided by electrical engineering experts. The evaluation was based on a technical review of the LED lighting itself, and the LED lights ability to meet the lighting levels required to meet Condition A, Condition B, or Condition C. The experts then provided the following overall ranking based on how well the LED Lights met all three A, B and C Conditions: 1) California Electric/GE, 2) Acuity (both GONLED and Walter), 3) Leotek Electronics, 4) Cree, 5) Anixter-Howard , 6) Graybar Phillips.

Their evaluation was provided to the entire selection committee for their consideration. The selection committee split between: 1) Leotek Electronics and 2) California Electric/GE. As a result only these 2 of the original 11 continued on with the evaluation Process.(See Attachment 4).

#### Part 4 Evaluation Long Term Cost and Energy Savings

Before a final recommendation could be provided by WRCOG's Selection Committee, the Committee requested that WRCOG conduct a long term analysis of the GE and Leotek products based on the unique circumstances of each jurisdiction. For example, the City of Perris had differing numbers of existing lamps in the 100w and 200w category; therefore, based on GE and Leotek pricing and the energy savings of each fixture, each jurisdiction would either be adversely affected or would benefit depending upon the final product selected by the Committee. The final analysis considered all factors including retrofit cost per pole, and SCE incentives (based on energy usage). According to the analysis conducted by WRCOG, 6 of the 11 jurisdictions stood to benefit financially through the selection of the GE fixture proposed by California Electric Supply. The same analysis showed that 5 of the 11 jurisdictions, including the City of Perris, would be adversely affected though the selection of the GE fixture.(See Attachment 1). However, per the final analysis and recommendation of the Evaluation Committee, the selected lighting fixture is General Electric (GE), which is provided by its local distributor, California Electric Supply.

#### STAFF RECOMMENDATION

City Staff was involved throughout WRCOG's standard request for quotation process (RFQ) to select the equipment supplier. WRCOG solicited proposals from various firms, and received a total of eleven (11) proposals from lighting vendors. After analyzing each written proposal, City staff determined that Leotek Electronics USA, LLC met or exceeded the RFQ requirements.

If the contract is awarded by the City Council, Staff will review the required insurance documents, and request that the City Attorney review and approve the contract services agreement. Therefore, staff is recommending that the City Council authorize the City Manager to execute the Contract between the City of Perris and with Leotek Electronics USA, LLC, in the amount of \$445,692, with an additional 10% for contingencies.



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#### BUDGET (or FISCAL) IMPACT:

The Equipment Purchase Contract amount with Leotek Electronics USA, LLC would be \$445,692, and the additional 10% contingency would be \$44,569. Funding for the LS-1 Streetlight Purchase and LED Lighting Retrofit Project is available in the Finance Package with Banc of America Leasing and Capital, LLC, which was previously approved and authorized by City Council in Resolution #5263. Therefore no additional funds are required.

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#### REVIEWED BY:

City Attorney: 2-9-19  
Assistant City Manager:   
Director of Finance: 

Attachment(s): Attachment 1, 2, 3, 4  
Draft Agreement

Consent:  X  
Public Hearing:  
Business Item:  
Other:

# ATTACHMENT 1

# ATTACHMENT 1

## WRCOG Streetlight Retrofit Cost Comparison: LeoTek vs. GE

	Hemet	Lake Elsinore	Menifee	Murrieta (2)	Perris	San Jacinto <sup>(1)</sup>	Temecula	Wildomar	Moreno Valley	Eastvale (4,039 poles)	JCSD (1,895 poles)	Region Total
Retrofit Cost per Pole	\$191.29	\$204.90	\$196.55	\$200.28	\$197.40	\$195.61	\$206.09	\$196.61	\$193.17	\$192.03	\$181.95	\$196.76
Total Financed Amount	\$3,048,986	\$3,439,077	\$6,464,439	\$6,507,500	\$4,582,418	\$2,133,667	\$7,327,327	\$1,511,815	\$7,207,658	\$4,392,039	\$2,058,112	\$48,673,039
SCE Incentives	\$390,273	\$366,134	\$304,307	\$183,184	\$486,683	\$163,920	\$389,553	\$51,226	\$1,000,583	\$424,705	\$160,437	\$3,921,003
20 yr Net Savings	\$1,804,785	\$2,617,946	\$8,047,022	\$6,074,535	\$4,893,848	\$1,316,372	\$10,114,952	\$1,778,473	\$14,188,833	\$4,390,296	\$1,659,481	\$56,886,545
GE												
Retrofit Cost per Pole	\$202.96	\$224.90	\$207.40	\$206.80	\$224.78	\$215.16	\$210.24	\$205.84	\$217.57	\$215.52	\$213.02	\$212.48
Total Financed Amount	\$3,070,274	\$3,506,000	\$6,536,315	\$6,551,684	\$4,701,457	\$2,170,813	\$7,359,425	\$1,525,469	\$7,448,736	\$4,491,640	\$2,119,943	\$49,481,757
SCE Incentives	\$442,419	\$351,766	\$340,380	\$235,037	\$506,445	\$167,373	\$497,115	\$61,368	\$1,024,402	\$434,629	\$151,566	\$4,212,501
20 yr Net Savings	\$2,493,657	\$3,797,950	\$8,581,604	\$6,931,062	\$4,461,829	\$1,267,470	\$11,374,212	\$1,949,553	\$13,353,714	\$4,057,497	\$1,393,481	\$59,662,029
Difference (LeoTek -> GE)												
Retrofit Cost per Pole	\$11.67	\$20.01	\$10.85	\$6.51	\$27.38	\$19.55	\$4.16	\$9.24	\$24.40	\$23.49	\$31.07	\$15.72
Total Financed Amount	\$21,289	\$66,923	\$71,876	\$44,185	\$119,040	\$37,145	\$32,098	\$13,654	\$241,078	\$99,600	\$61,831	\$808,718
SCE Incentives	\$52,146	-\$14,368	\$36,074	\$51,853	\$19,762	\$3,453	\$107,562	\$10,142	\$23,819	\$9,925	-\$8,870	\$291,498
20 yr Net Savings	\$688,872	\$1,180,004	\$534,582	\$856,527	-\$432,019	-\$48,902	\$1,259,260	\$171,079	-\$835,119	-\$332,799	-\$266,001	\$2,775,484

<sup>(1)</sup> \$692,743 total (reamp cost based on City's calculations, divided evenly over 10 years of project useful life. This has not been updated from the 2017 since the 2017 bill cost proposals have been incorporated into with flow.

<sup>(2)</sup> Murrieta Energy rate escalation per p. 255

## October 2017 Cash Flows

	Hemet	Lake Elsinore	Menifee	Murrieta	Perris	San Jacinto <sup>(1)</sup>	Temecula	Wildomar	Moreno Valley	Eastvale (4,039 poles)	JCSD (1,895 poles)	Region Total
Placeholder Values												
Retrofit Cost per Pole	\$345.56	\$372.91	\$343.32	\$342.95	\$377.36	\$368.33	\$346.73	\$351.21	\$451.60	\$366.32	\$366.32	\$371.38
Total Financed Amount	\$3,305,505	\$4,001,118	\$7,436,708	\$7,475,529	\$5,364,718	\$2,461,920	\$8,418,293	\$1,740,382	\$9,761,341	\$5,131,178	\$2,409,963	\$57,506,655
SCE Incentives	\$364,313	\$363,810	\$315,551	\$198,207	\$486,400	\$164,303	\$448,308	\$53,581	\$997,358	\$424,626	\$145,086	\$3,961,554
20 yr Net Savings	\$1,905,098	\$3,476,333	\$7,485,710	\$5,339,802	\$4,332,774	\$1,425,857	\$9,810,463	\$1,619,165	\$10,465,005	\$3,833,457	\$1,323,047	\$51,016,722

WRCOG Streetlights LED Light Procurement: LeoTek Pricing Impact by City

	Current City Streetlight Count <sup>1</sup>										Regional Total		
	Hemet	Lake Elsinore	Mendocino	Murietta	Perms	San Jacinto	Temecula	Wildomar	Moreno Valley	Eastvale w/ JCSO		JCSO less Eastvale	
50W HPS	1			25	1	3	775						863
70W HPS	1,245	96	89	207	63	237	51		281	1	1,886	3,656	
100W HPS	314	2,459	2,031	4	2,879	1,113	140	220	7,365	3,348	19,774	19,774	
150W HPS	105			5	1	6			1		450	568	
200W HPS	171	523	206	28	1,162	257	39	30	1,862	689	4,967	4,967	
250W HPS	13	311			1		1			1	327	327	
400W HPS		9		25							34	34	
35W LPS			4	34			14	4			56	56	
55W LPS	4,538	86	3,330	5,200	20	112	4,905	995	1		19,187	19,187	
90W LPS	134		17	1		2	1				162	162	
135W LPS	408	2	632	933	13	80	1,428	152	1		3,649	3,649	
<b>Total</b>	<b>6,929</b>	<b>3,486</b>	<b>6,309</b>	<b>6,462</b>	<b>4,140</b>	<b>1,810</b>	<b>7,354</b>	<b>1,408</b>	<b>9,411</b>	<b>4,039</b>	<b>1,895</b>	<b>93,243</b>	
				Weighted Average Retrofit Cost Per Pole <sup>2</sup>									
50W HPS	\$ 100.92	\$ -	\$ -	\$ 2,523.00	\$ 100.92	\$ 302.76	\$ 78,213.00	\$ -	\$ -	\$ -	\$ -	\$ 5,863.36	\$ 87,093.96
70W HPS	\$ 125,645.40	\$ 9,688.32	\$ 8,981.88	\$ 20,890.44	\$ 6,357.96	\$ 23,918.04	\$ 5,146.92	\$ -	\$ 28,358.52	\$ 100.92	\$ 139,875.12	\$ 368,963.52	
100W HPS	\$ 32,610.86	\$ 255,382.52	\$ 210,332.04	\$ 415.43	\$ 299,002.14	\$ 115,692.01	\$ 14,539.88	\$ 22,848.38	\$ 754,515.66	\$ 347,710.73	\$ 103.86	\$ 2,053,653.49	
150W HPS	\$ 10,904.91	\$ -	\$ -	\$ 519.28	\$ 103.86	\$ 623.14	\$ -	\$ -	\$ 103.86	\$ -	\$ -	\$ 58,990.35	
200W HPS	\$ 25,588.44	\$ 78,261.72	\$ 30,825.84	\$ 4,189.92	\$ 173,681.68	\$ 38,457.48	\$ 5,835.96	\$ 4,489.20	\$ 278,629.68	\$ 103,101.96	\$ -	\$ 743,261.88	
250W HPS	\$ 3,322.31	\$ 79,479.94	\$ -	\$ -	\$ 255.56	\$ -	\$ 255.56	\$ -	\$ -	\$ 255.56	\$ -	\$ 83,568.94	
400W HPS	\$ -	\$ 2,300.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,669.13	
35W LPS	\$ -	\$ -	\$ 403.68	\$ 3,431.28	\$ -	\$ -	\$ 1,412.88	\$ 403.68	\$ -	\$ -	\$ -	\$ 5,651.52	
55W LPS	\$ 457,974.96	\$ 8,679.12	\$ 336,063.60	\$ 524,784.00	\$ 2,018.40	\$ 11,303.04	\$ 495,012.60	\$ 100,415.40	\$ 100.92	\$ -	\$ -	\$ 1,936,352.04	
90W LPS	\$ 20,051.76	\$ -	\$ 2,543.88	\$ 149.64	\$ -	\$ 299.28	\$ 149.64	\$ 1,047.48	\$ -	\$ -	\$ -	\$ 24,241.68	
135W LPS	\$ 92,644.56	\$ 454.14	\$ 143,508.24	\$ 211,856.31	\$ 2,951.91	\$ 18,165.60	\$ 324,255.96	\$ 34,514.64	\$ 227.07	\$ -	\$ -	\$ 828,576.43	
<b>Total</b>	<b>\$ 768,644.12</b>	<b>\$ 434,245.82</b>	<b>\$ 733,259.16</b>	<b>\$ 775,148.36</b>	<b>\$ 484,672.43</b>	<b>\$ 208,661.34</b>	<b>\$ 924,822.40</b>	<b>\$ 163,718.78</b>	<b>\$ 1,061,935.70</b>	<b>\$ 451,169.17</b>	<b>\$ 192,567.65</b>	<b>\$ 6,199,044.93</b>	
Weighted Avg Fixed Costs	\$ 110.96	\$ 124.57	\$ 116.22	\$ 119.95	\$ 117.07	\$ 115.28	\$ 125.76	\$ 116.28	\$ 112.84	\$ 111.70	\$ 101.62	\$ 116.43	
Siemens Soft Costs	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	
Photocell costs	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	
<b>One-Time Retrofit Cost/Pole</b>	<b>\$ 191.29</b>	<b>\$ 204.90</b>	<b>\$ 196.55</b>	<b>\$ 200.28</b>	<b>\$ 137.40</b>	<b>\$ 195.61</b>	<b>\$ 206.09</b>	<b>\$ 199.61</b>	<b>\$ 193.11</b>	<b>\$ 32.03</b>	<b>\$ 191.95</b>	<b>\$ 196.74</b>	
Previous Placeholder Total	\$345.56	\$372.91	\$343.32	\$342.95	\$377.36	\$368.33	\$346.73	\$351.21	\$451.60	\$366.32	\$374.18	\$374.18	
Differential per pole	\$154.27	\$168.01	\$146.77	\$142.67	\$179.96	\$172.72	\$140.64	\$154.60	\$248.43	\$174.29	\$184.37	\$177.42	
<b>Total Cost Differential</b>	<b>\$1,068,907</b>	<b>\$585,680</b>	<b>\$925,970</b>	<b>\$921,933</b>	<b>\$745,048</b>	<b>\$312,621</b>	<b>\$1,034,253</b>	<b>\$217,683</b>	<b>\$2,432,079</b>	<b>\$703,841</b>	<b>\$349,382</b>	<b>\$9,446,472</b>	

<sup>1</sup> Lamp counts by city include lamps currently owned by the city and the utility, as the full number will be retrofitted. A small number of lamps were previously retrofitted to a different lamp type based on a comparable ICE Tech LED100 to conform with pricing/utility provided by the city.

<sup>2</sup> Cost includes 6.75% sales tax adjustment.

WRCOG Streetlights LED Light Procurement: GE Pricing Impact by City

Current City Streetlight Count <sup>(1)</sup>											Regional Total	
	Hemet	Lake Elmore	Mendocino	Muneta	Perris	San Jacinto	Temecula	Wadsworth	Moreno Valley	Eastvale w/ JCSD	JCSD less Eastvale	
50W HPS	1			25	1	3	773					863
70W HPS	1,245	56	89	207	63	237	51		281		1,386	3,656
100W HPS	314	2,459	2,031	4	2,879	1,113	140	220	7,265	3,348		19,774
150W HPS	105			5	1	6			1		450	568
200W HPS	171	523	206	28	1,182	257	39	30	1,862	689		4,967
250W HPS	13	311		1			1			1		327
400W HPS		9		25								34
35W LPS			4	34			14	4				56
55W LPS	4,538	86	3,330	5,200	20	112	4,905	995	1			19,187
90W LPS	134		17	1		7						162
135W LPS	408	2	632	933	13	80	1,428	152	1			3,649
<b>Total</b>	<b>6,929</b>	<b>3,486</b>	<b>6,309</b>	<b>6,462</b>	<b>4,140</b>	<b>1,810</b>	<b>7,354</b>	<b>1,408</b>	<b>9,411</b>	<b>4,039</b>	<b>1,995</b>	<b>\$3,243</b>
				<b>Weighted Average Retrofit Cost Per Pole</b>								
50W HPS	\$ 114.02	\$ 10.945	\$ 10.147	\$ 23.602	\$ 114.02	\$ 342.06	\$ 88.365	\$ 26.112	\$ 32.039	\$ 114.02	\$ 6.813	\$ 98,399.26
70W HPS	\$ 141.954	\$ 10.945	\$ 10.147	\$ 23.602	\$ 114.02	\$ 342.06	\$ 88.365	\$ 26.112	\$ 32.039	\$ 114.02	\$ 6.813	\$ 416,857.12
100W HPS	\$ 37.981	\$ 297.440	\$ 245.669	\$ 483.84	\$ 348.243	\$ 134.628	\$ 16.934	\$ 26.112	\$ 87.774	\$ 404.974	\$ 120.96	\$ 2,391,863.04
150W HPS	\$ 20.227	\$ 20.227	\$ 20.227	\$ 963.20	\$ 192.64	\$ 1,155.84	\$ 7.963	\$ 6.126	\$ 192.64	\$ 140.693	\$ 86.688	\$ 109,419.52
200W HPS	\$ 34.918	\$ 106.796	\$ 42.065	\$ 5,717.80	\$ 237.280	\$ 52.479	\$ 7.963	\$ 6.126	\$ 380.220	\$ 244.66	\$ 80.010	\$ 80,010.36
250W HPS	\$ 3.180	\$ 76.095	\$ 76.095	\$ 244.68	\$ 244.68	\$ 244.68	\$ 244.68	\$ 244.68	\$ 244.68	\$ 244.68	\$ 244.68	\$ 9,498.24
400W HPS	\$ 517.422	\$ 9.805	\$ 456.08	\$ 3,876.68	\$ 456.08	\$ 456.08	\$ 456.08	\$ 456.08	\$ 456.08	\$ 456.08	\$ 456.08	\$ 6,385.12
35W LPS	\$ 15.278	\$ 15.278	\$ 15.278	\$ 193.34	\$ 193.34	\$ 193.34	\$ 193.34	\$ 193.34	\$ 193.34	\$ 193.34	\$ 193.34	\$ 2,187,701.74
90W LPS	\$ 78.597	\$ 385.28	\$ 121.748	\$ 179.733	\$ 2,504.32	\$ 15,411.20	\$ 275.089	\$ 29,281.28	\$ 192.64	\$ 192.64	\$ 192.64	\$ 18,471.24
135W LPS	\$ 849.675	\$ 503.983	\$ 801.712	\$ 817.225	\$ 598,043.56	\$ 244,038.00	\$ 855,391.72	\$ 176,722.60	\$ 1,291,533.72	\$ 546,026.58	\$ 251,453.84	\$ 7,035,810.40
<b>Total</b>												
Weighted Avg. Fixed Costs	\$ 122.63	\$ 144.57	\$ 127.07	\$ 126.47	\$ 144.45	\$ 134.83	\$ 129.91	\$ 125.51	\$ 137.24	\$ 135.19	\$ 132.69	\$ 132.15
Siemens Soft Costs	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00	\$ 67.00
Photocell costs	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33	\$ 13.33
<b>One-Time Retrofit Cost/Pole</b>	<b>\$ 203.96</b>	<b>\$ 274.80</b>	<b>\$ 207.40</b>	<b>\$ 206.80</b>	<b>\$ 224.78</b>	<b>\$ 215.15</b>	<b>\$ 210.24</b>	<b>\$ 205.84</b>	<b>\$ 217.57</b>	<b>\$ 215.52</b>	<b>\$ 213.02</b>	<b>\$ 212.48</b>
Previous Placeholder Total	\$ 345.56	\$ 372.91	\$ 343.32	\$ 342.95	\$ 377.36	\$ 368.33	\$ 346.73	\$ 351.21	\$ 451.60	\$ 366.32	\$ 374.10	\$ 374.10
Difference per pole	\$ 142.60	\$ 148.00	\$ 135.92	\$ 136.16	\$ 152.58	\$ 153.17	\$ 136.48	\$ 145.37	\$ 234.03	\$ 150.80	\$ 153.30	\$ 151.71
<b>Total Cost Differential</b>	<b>\$ 868,076</b>	<b>\$ 515,942</b>	<b>\$ 857,517</b>	<b>\$ 879,852</b>	<b>\$ 631,677</b>	<b>\$ 277,245</b>	<b>\$ 1,003,684</b>	<b>\$ 204,679</b>	<b>\$ 2,202,481</b>	<b>\$ 609,084</b>	<b>\$ 290,496</b>	<b>\$ 8,609,706</b>

(1) Lamp fixture is the city's choice unless otherwise specified. The number of fixtures is based on the number of fixtures provided by the manufacturer. The number of fixtures is based on the number of fixtures provided by the manufacturer. The number of fixtures is based on the number of fixtures provided by the manufacturer.

## **ATTACHMENT 2**

## ATTACHMENT 2

Item 6.D



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Regional Streetlight Program Activities Update  
**Contact:** Tyler Masters, Program Manager, [tmasters@wrcoq.us](mailto:tmasters@wrcoq.us), (951) 405-6732  
**Date:** April 2, 2018

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*The purpose of this Item is to update the Committee on the Western Riverside County Streetlight acquisition process and to provide a recommendation for the Committee's consideration for LED fixture selection.*

### **Requested Action:**

1. Authorize the Executive Director to enter into contract negotiations with the Evaluation Committee's recommended LED fixture providers, California Electric Supply and General Electric.
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*WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations and maintenance. A major objective of the Program is to provide cost savings to participating member jurisdictions.*

### **Background**

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

### **Regional Streetlight Acquisition Process**

11 jurisdictions (listed below) have moved forward and signed Purchase and Sales Agreements to acquire current SCE-owned streetlights within their jurisdictional boundaries. Collectively, these account for nearly 48,000 streetlights within Western Riverside County. This Agreement includes the terms and acquisition price for the sale of the streetlights for each jurisdiction. In June 2017, SCE presented participating cities with a first, and only, amendment to its Purchase and Sales Agreements, which included two changes to the original agreement. The first is a minor change in the overall price of the streetlight systems to include the additional depreciation of the streetlight systems from the original 2015/2016 valuation. The second includes an increase in the transition cost, from \$30.00 per pole to \$32.15 per pole. The transition cost component of the Agreement includes the time and materials that SCE's contractor will take during the acquisition and transition process when converting a streetlight from SCE-ownership to jurisdictional-ownership. The Cities of Perris, San Jacinto, and Wildomar, and the Jurupa Community Services District (JCSD) did not receive an amendment to their Purchase and Sales Agreement because the updated transition cost was already included in their Agreement. Once each Agreement is signed by the jurisdiction, SCE will transmit the Agreement to the California Public Utilities Commission (CPUC) for review and approval.



In 2017, three jurisdictions' (Cities of Eastvale, Murrieta, and Temecula) Streetlight applications entered the CPUC's review process. The Cities of Eastvale (on 12/8/17) and Murrieta (on 10/10/17) received CPUC approval on its applications. The City of Temecula will receive its approval in the first or second quarter of 2018 (the City goes through a longer approval process because it has an acquisition cost of over \$5 million and requires a formal filing process within the CPUC).

On March 11, 2018, the City of Lake Elsinore and JCSD's streetlight applications were approved by the CPUC. Additionally, during the week of March 26<sup>th</sup> 2018 the Cities of Hemet, Perris, San Jacinto, and Wildomar received approval of their streetlight applications by the CPUC. The Program now has eight jurisdictions that have received CPUC approval and staff will continue to monitor the status of the remaining three jurisdictions.

Once the applications are approved, staff will coordinate with jurisdictional staff to initiate the next step of the Program, which includes approval of Program participation and the streetlight transition process from SCE and closing of the financing.

The table below provides the status for each jurisdiction participating in the Program and is subject to change as SCE and CPUC progress through the approval processes. WRCOG staff will continue to update the progress as jurisdictions reach each milestone.

	City approves agreement to purchase streetlights	City approves amendment to PSA	SCE executes agreement	SCE sends to CPUC	CPUC approves streetlight transfer	City approves program participation
Eastvale	4/12/2017	7/25/17	✓	✓	12/8/2017	
Hemet	3/14/2017	9/11/2017	✓	✓	3/31/2018	
JCSD	3/13/2017	N/A	✓	✓	3/11/2018	
Lake Elsinore	1/24/2017	8/17/2017	✓	✓	3/11/2018	
Menifee	2/15/2017	3/7/2018				
Moreno Valley	3/21/2017	10/16/17	✓	✓	Est. Q2 2018	
Murrieta	3/7/2017	7/11/17	✓	✓	9/29/2017	12/19/2017
Perris	3/28/2017	N/A	✓	✓	3/31/2018	
San Jacinto	3/28/2017	N/A	✓	✓	3/31/2018	12/19/2017
Temecula	2/28/2017	5/30/17	✓	✓	Est. Q2 2018	
Wildomar	3/8/2017	N/A	✓	✓	3/31/2018	

**Streetlight Request for Quotation (RFQ) – LED Fixture Selection**

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights, which is a primary goal of the Program.

On December 21, 2017, the RFQ closed and staff received proposals from 11 different lighting vendors. Staff formed an Evaluation Committee consisting of WRCOG's financial consultant (PFM), O&M contractor (Siemens), and interested jurisdictions involved in the Program.

On January 16, 2018, the Evaluation Committee met to review the proposals for LED lighting fixtures and identify the best qualified fixture(s) for the subregion's street lighting needs. The workshop consisted of the analysis of each proposal as requested of the RFQ. Evaluation criteria included lighting analysis, LED fixture storage / shipment, proposer capabilities / experience, scheduling capacity, and project cost. A second meeting was scheduled to evaluate the technical lighting analysis of proposers in greater detail.

On February 26, 2018, the Evaluation Committee met again to review the results of the lighting analysis and to identify the preferred lighting fixture that will be implemented as part of the Program. The lighting analysis consisted of evaluating the wattage / energy efficiency and lighting output, cost comparison, and reference

checks of proposers. During the meeting, jurisdictional staff presented on the following items to be taken into account for selection:

1. Incentive / rebate potential – Evaluation Committee members would like to select a fixture that is Design Light Consortium (DLC) approved. As part of the rebate process, SCE will only provide rebates on lighting fixtures that are DLC qualified. This is the standard practice that is used for rebate processing.
2. Lighting analysis – Evaluation Committee members would like to select a fixture that meets or exceeds current lighting systems, mitigates light pollution, and prevents unnecessary scattering of light into resident's yards and bedroom windows, for example.
3. Project cost – Jurisdictions would like to select a fixture that is cost effective, but also energy efficient, with potential to yield long-term utility bill savings.

Per the final analysis and recommendation of the Evaluation Committee, the selected lighting fixture is General Electric (GE), which is provided by its local distributor, California Electric Supply. GE's fixture was selected by the Evaluation Committee as it best fit the following requirements: 1) cost effectiveness, 2) lighting output, 3) warranty, and 4) energy efficiency. Staff presented the Evaluation Committee's finding at the March 15, 2018, Technical Advisory Committee (TAC) meeting. The next step of the fixture selection process is to present the Evaluation Committee's recommendation to the Executive Committee and request that the Executive Committee authorize the Executive Director to enter into contract negotiations with California Electric Supply and General Electrics.

**Prior Action:**

**March 15, 2018:** The Technical Advisory Committee received and filed.

**Fiscal Impact:**

This item is for informational purposes only, therefore there is no fiscal impact.

**Attachment:**

None.



# Western Riverside Council of Governments Executive Committee

## Staff Report

**Subject:** Regional Streetlight Program Activities Update

**Contact:** Tyler Masters, Program Manager, [tmasters@wrcog.us](mailto:tmasters@wrcog.us), (951) 405-6732

**Date:** June 22, 2018

*The purpose of this item is to provide an update on the Western Riverside County streetlight acquisition, the not-to-exceed contract amount for the purchase of LED lighting fixtures, and streetlight transition processes and the participating jurisdictions' next steps.*

### **Requested Action:**

1. Authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.

*WRCOG's Regional Streetlight Program will assist member jurisdictions with the acquisition and retrofit of their Southern California Edison (SCE)-owned and operated streetlights. The Program has three phases: 1) streetlight inventory; 2) procurement and retrofitting of streetlights; and 3) ongoing operations and maintenance. A major objective of the Program is to provide cost savings to participating member jurisdictions.*

### **Background**

At the direction of the Executive Committee, WRCOG developed a Regional Streetlight Program that will allow jurisdictions (and Community Service Districts) to purchase streetlights within their boundaries that are currently owned and operated by SCE. Once the streetlights are owned by the member jurisdiction, the lamps will be retrofitted to Light Emitting Diode (LED) technology to provide more economical operations (i.e., lower maintenance costs and reduced energy use). Local control of the streetlight system provides jurisdictions with opportunities for future revenue generation such as digital-ready networks and telecommunications and information technology strategies.

### **LED Fixture Selection – California Electric Supply / GE Equipment Purchase Agreement**

As 11 jurisdictions within Western Riverside County looked to purchase their streetlights from SCE and readied themselves for subsequent ownership of these systems, WRCOG staff was asked to pursue a regional procurement and retrofit of existing technologies for cost effective, energy efficient replacements.

On September 21, 2017, WRCOG released an RFQ to solicit suppliers interested in providing WRCOG's member jurisdictions with LED lights for the replacement of jurisdiction-owned streetlights, which is a primary goal of the Program.

After conducting two rounds of proposal evaluations, on December 21, 2017, and February 26, 2018, the Evaluation Committee – comprised of WRCOG's financial advisors (PFM), O&M contractor (Siemens), and nine (out of 11) participating jurisdictions – recommended California Electric Supply, a local vendor, to provide the proposed product, General Electric (GE) LED fixtures, to all interested jurisdictions participating in the Program. Following the technical analysis and regional assessment of all proposals by the Evaluation

Committee, GE's product was selected by the Evaluation Committee as it best fit the following requirements: 1) cost effectiveness, 2) lighting output, 3) warranty, and 4) energy efficiency. Staff presented the Evaluation Committee's finding at the March 15, 2018, Technical Advisory Committee (TAC) meeting.

On April 2, 2018, the Executive Committee directed the Executive Director to enter into contract negotiations with California Electric Supply to provide GE LED fixtures to participating jurisdictions within the Regional Streetlight Program. The RFQ Evaluation Committee found GE's LED lighting fixture offered by California Electric Supply to have demonstrated capacity to meet or exceed the project requirements including pricing, lighting output, storage / shipment, scheduling capacity, and incentive / rebate potential requirement.

On June 13, 2018, the Administration & Finance Committee approved the recommendation that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.

The Equipment Purchase Agreement between WRCOG and California Electric Supply / GE (Attachment 1) provides the terms of the services for LED procurement that California Electric Supply will utilize for the jurisdictions which elect to move forward with the GE LED technology.

The total contract amount for the purchase of LED lighting fixtures for nearly 55,000 streetlights in Western Riverside County is not-to-exceed \$8,400,000. This contract equates to roughly \$153.33 per pole retrofit. Each jurisdiction's project costs will be held in a separate bank account for payment to the lighting distributor. For those jurisdictions which will be utilizing program financing, the appropriate disbursement will be made from that jurisdiction's approved financing. The not-to-exceed amount represents the costs of all 11 jurisdictions participating in the retrofit of their existing lights to LED.

#### **Prior Actions:**

June 13, 2018: The Administration & Finance Committee recommended that the Executive Committee authorize the Executive Director, subject to legal counsel review and approval, to enter into an Equipment Purchase Agreement with California Electric Supply for LED fixtures and equipment procurement in an amount not to exceed \$8,400,000.

April 19, 2018: The Technical Advisory Committee received and filed.

#### **Fiscal Impact:**

Activities for the Regional Streetlight Program are included in the Agency's adopted Fiscal Year 2017/2018 Budget in the Energy Department.

#### **Attachment:**

1. Draft Equipment Purchase Agreement with California Electric Supply.

## **ATTACHMENT 3**

## ATTACHMENT 3

Proposal evaluation			
			Total Avg Rank
Anbter_Howard	weight	Total Points (100)	60.5 4
California Electric Supply_GE	weight	Total Points (100)	58.0 6
CREE	weight	Total Points (100)	62.3 3
GONLEO_ACURTY_American Electric	weight	Total Points (100)	59.0 5
Graybar_PHIUPS	weight	Total Points (100)	63.1 2
Lectek	weight	Total Points (100)	71.9 1
Walter_Aculty	weight	Total Points (100)	49.6 7

- Next steps – Initiate a second (and possibly final) working group with Committee members to make a manufacturer recommendation. Anthony will be sending out a doodle poll this week. Before the working group meets, I will be sending out two items for your review of the technical lighting information. The first will be a model rating sheet sent out by early next week. This rating sheet will allow members to see (and rate) the fixtures and their lighting output compared to existing lights in the region. The second item will be a technical report-out from our consultant lighting engineers evaluating and verifying/validating proposers technical data ensuring that what was provided all check out. Summary report of technical findings will also be provided.

Thank you,

Ler Masters  
 Program Manager  
 Eastern Riverside Council of Governments  
 90 University Avenue, Suite 450  
 Riverside, CA 92501  
 Office: (951) 405-6732  
 Mobile: (951) 203-6281

Respect Local Control...Provide Regional Perspective"

## ATTACHMENT 4

## ATTACHMENT 4

Streetlight Workshop Minutes  
February 26, 2018



### 1. Questions / input

- Q: What is the warranty of photocells?

- Answer:

Photocell Warranty Information			
Manufacturer	Product	Warranty	Cost
GE	Sun-Tech (Sunrise Technologies, Inc.)	Designed to meet life expectancy of LED fixture (GE warranty for lighting is 10 years)	\$28.49 each
LeoTek	Ripley Lighting Controls	8 years from date of manufacture	\$11.70 each

- Q: What are the incentives based off of?
  - Answer: Incentives are calculated off SCE's Customized incentive rate which takes into account the amount of kWh saved in a 12 month period, amount of kW reduced, and product must be Design Light Consortium (DLC) qualified in order to receive incentive.
- Q: Is the purpose to select 1 or multiple vendors?
  - Answer: The goal would be to identify the best manufacturer or various manufactures that can meet the Program's regional lighting standards.
- Q: Who is going to be providing the warranty for the following?
  - LED fixture
    - Answer: Provided by vendor
  - Photocell
    - Answer: Provided by vendor
- Jurisdictions would like to have all associated cost included in updated cash flow models
- Jurisdictions would like to select a fixture that meets the following criteria:
  - Rebate potential – Capability of capturing incentives
  - Lighting analysis – Ability to meet lighting analysis A, B, or C option
  - Project Cost – Feasible yet efficient lighting

### 2. Lighting Recommendation

- Eastvale
  - GE
    - Good optics / light coverage
    - Good quality / energy efficient
- Menifee
  - GE



- GE meets current City lighting standards
  - Good optics / light coverage
  - Good quality / energy efficient
- Perris
  - LeoTek
    - Considering the following items: Condition B, Annual cost, customer service
- Temecula
  - GE
    - LeoTek has a good price, but GE has better optics
- San Jacinto
  - GE / LeoTek
    - Considering GE & LeoTek (Optics vs. Costs)
    - Interested on warranty of fixture & photocell
- JCSD
  - GE
    - Started off with LeoTek but in the end considering GE
    - Good quality / energy efficient
- Lake Elsinore
  - LeoTek
    - Looking at option B, costs are really good
    - In the end, comes down to 2 things:
      - Costs
      - Aesthetics
- Moreno Valley
  - GE
    - GE meets current City lighting standards
    - Good optics / light coverage
    - Good quality / energy efficient

### **3. Action Items**

- Develop 20 year cost of ownership model to include:
  - 20 year energy cost
  - Photocell
  - Upfront capital
  - Interest cost compared to previous estimates
- Warranty analysis:
  - Fixture
  - Photocell (if different)
- Review pricing scenarios for both GE & LeoTek
- Follow up with these actions only with the following two lighting vendors: GE & LeoTek

## EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and among the City of Perris (“City”), a general law city duly organized under the laws of the State of California, with its principal place of business at 101 North D. Street, Perris, California 92570, the Western Riverside Council of Governments (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq. with its principal place of business at 3390 University Avenue, Riverside, California 92501 and, Leotek Electronics USA LLC, a California corporation, with its principal place of business at 1955 Lundy Avenue, San Jose, California 95131 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### SECTION 1. PURCHASE AND DEFINITIONS [AND INCORPORATED DOCUMENTS]

#### A. Definitions.

1. **“Equipment”** means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A”, attached hereto and incorporated herein by reference.

2. **“Delivery Date(s)”** means that date or dates upon which the Equipment is to be delivered to the City and WRCOG, ready for approval, testing and/or use as specified in Exhibit “B” attached hereto and incorporated herein by reference.

**B. Purchase and Sale of Equipment.** On and subject to the terms and conditions set forth in this Agreement, Contractor agrees to sell and deliver to City and WRCOG, as applicable, and City agrees to purchase and accept from Seller all of the Equipment described herein as specified on Exhibit A hereto for the total purchase price set forth on Exhibit C.

**C. Contract.** The complete Agreement includes all contract documents, to wit: “Request For Quotation No. 17-09-Western Riverside County Streetlight LED Procurement dated September 21, 2017; ADDENDUM No. 1 Schedule of Events (pg.3) October 11, 2017; ADDENDUM No. 2 Schedule of Events (pg.3) October 25, 2017 ADDENDUM No. 3; Exhibit E – AGI32 Models & Instructions for Bidders to Model Proposed Luminaires Schedule of Events (pg.3) November 20, 2017; ADDENDUM No. 4 Schedule of Events - Additional Question & Answer Opportunity and Extension of Quotation Due Date Schedule of Events (pg.3) November 30, 2017; and the “Leotek Electronics USA, LLC RFQ 17-09 Response dated December 21, 2017, which are attached hereto in Electronic Format (CD-ROM), as Exhibit “D,” and incorporated by this reference as though set forth in full herein. The Agreement shall be interpreted with reference to all of the contract documents in this Section 1 C.

### SECTION 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City’s and WRCOG’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, City and WRCOG

will decide the question of equality. When requested by City and WRCOG , Contractor will furnish City and WRCOG with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at City's and WRCOG's request.

### **SECTION 3. INSPECTIONS AND TESTS.**

City and WRCOG shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A", then without prejudice to any other rights or remedies, the City or WRCOG may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's or WRCOG's right to reject nonconforming goods, irrespective of City's or WRCOG's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

### **SECTION 4. WARRANTY.**

**A.** Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of ten (10) years, as provided by the manufacturer's warranty and as agreed to by Contractor and City (through the Request For Qualifications with WRCOG process or otherwise ("RFQ")), from the date of final written acceptance of the Equipment by City or WRCOG as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

**B.** Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's and WRCOG's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

**C.** For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from City or WRCOG, at the option of the City or WRCOG, and at Contractor's own expense and without cost to City or WRCOG:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. City's or WRCOG's plant, office or other location of City or WRCOG where the Equipment was originally performed or delivered; or
3. Repay to the City the purchase price of the defective Equipment.

If the City or WRCOG selects repair or replacement, any defects will be remedied without cost to City or WRCOG, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to the City or WRCOG.

**D.** Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold City and WRCOG harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

**E.** In the event of a breach by Contractor of its obligations under this Section 4, City and WRCOG will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City and WRCOG under the California Commercial Code.

**F.** Notwithstanding the foregoing, Contractor shall comply with all warranty requirements included in its proposal to WRCOG and the City through the RFQ. To the extent any of the warranty requirements in this Section 4 conflict with those in the RFQ, the provisions of the RFQ will prevail.

## **SECTION 5. PRICES.**

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C", attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City and WRCOG. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's and WRCOG's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to the City and WRCOG hereunder; and (ii) all charges for packing, freight and transportation to destination.

## **SECTION 6. CHANGES.**

City and WRCOG, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, City's and WRCOG's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City, WRCOG and Contractor and such change will be authorized by a change order document signed by the City, WRCOG and accepted by Contractor.

## **SECTION 7. PAYMENTS.**

**A.** Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones described in Exhibit B for the

City. Final payment shall be made by WRCOG or City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment.

**B.** If Progress Milestones have been specified Exhibit "B," then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by the City or WRCOG upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit "B." Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by City and WRCOG in advance of the first invoice cycle and as needed to be reimbursed by WRCOG and/or the City, as applicable.

**C.** Payments otherwise due may be withheld by City or WRCOG on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City or WRCOG against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City or WRCOG may remove them at Contractor's expense.

**D.** Payment of the final Progress Milestone payment or any retention will be made by City or WRCOG upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by the City and WRCOG ;
3. Delivery of all drawings and specifications, if required by City or WRCOG;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City and WRCOG to indemnify City and WRCOG against any claim or lien at no cost to City and WRCOG .

**E.** Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and

demands of any kind or character which Contractor then has, or can subsequently acquire against City and WRCOG, their successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City or WRCOG will not constitute a waiver, release or discharge of any claims or demands which City or WRCOG then have, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

## **SECTION 8. SCHEDULE FOR DELIVERY.**

**A.** The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered to the City in accordance with the schedule set forth in Exhibit "B". Contractor must immediately notify City and WRCOG in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City or WRCOG may have under this Agreement or at law, Contractor shall pay City or WRCOG the sum of \$500.00 per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B" to the applicable Appendix.

**B.** In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City and WRCOG can maximize the efficient completion of such project(s).

**C.** In the event that the schedule for delivery for any City's and WRCOG's Equipment as identified in Exhibit "B" is delayed, for any reason whatsoever including through the fault of City or WRCOG, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery for any other of City's and WRCOG's Equipment.

## **SECTION 9. TAXES.**

**A.** Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

**B.** Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

**C.** All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

**D.** Contractor will, upon written request, submit to City and WRCOG written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

## **SECTION 10. INDEPENDENT CONTRACTOR.**

Contractor enters into this Agreement as an independent contractor and not as an employee of City or WRCOG. Contractor shall have no power or authority by this Agreement to bind City or WRCOG in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City or WRCOG. Neither City nor WRCOG shall be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

## **SECTION 11. SUBCONTRACTS.**

Unless otherwise specified, Contractor must obtain City's and WRCOG's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City and WRCOG, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City or WRCOG.

## **SECTION 12. TITLE AND RISK OF LOSS.**

City will have title to, and risk of loss of, all completed and partially completed portions of the Equipment, as well as materials delivered to and stored on City's or WRCOG's property which are intended to become a part of the Equipment automatically and immediately upon the payment by City or WRCOG or their agents or designees (whether directly or through an escrow account disbursement or otherwise) therefor. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of City or WRCOG. Notwithstanding the foregoing, in the event City or WRCOG has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then City (and/ or its lender) shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or City or WRCOG has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

## **SECTION 13. INDEMNIFICATION.**

A. Contractor shall defend, indemnify and hold City and WRCOG and the City's and WRCOG's officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of

all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of City or WRCOG.

**B.** Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City or WRCOG and the City's and WRCOG's officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, WRCOG or their officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and WRCOG, and their officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**C.** Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, WRCOG, or their officials, officers, employees, agents or volunteers.

#### **SECTION 14. INSURANCE.**

**A.** General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials.

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

**B.** Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City and WRCOG, and City's and WRCOG's officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or WRCOG, or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of City and WRCOG and City's and WRCOG's officials, officers, employees,



agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

**C. Insurance Carrier.** All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to City and WRCOG..

**D. Evidence of Insurance.** Contractor shall furnish City and WRCOG with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by City and WRCOG. All certificates and endorsements must be received and approved by City and WRCOG before delivery commences. City and WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

**E. Subcontractors.** All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**F. Freight.** Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

## **SECTION 15. LIENS.**

**A.** Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or an other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

**B.** Contractor will save and hold City and WRCOG harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

## **SECTION 16. TERMINATION OF AGREEMENT BY CITY.**

**A.** Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event City or WRCOG may obtain the Equipment by whatever method it

may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If City's or WRCOG's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

**B.** City and WRCOG may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City or WRCOG may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated. .

**C.** On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,

2. Unless otherwise directed by City and/or WRCOG, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City and WRCOG; and

3. Deliver only such portions of the Equipment which City and WRCOG deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

**D.** Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City or WRCOG will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

## **SECTION 17. MISCELLANEOUS PROVISIONS.**

**A.** Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

CITY OF PERRIS  
101 NORTH D. STREET  
PERRIS, CALIFORNIA 92570  
ATTN: PUBLIC WORKS DIRECTOR  
FACSIMILE:(951) 943-4246  
WRCOG:

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS  
3390 UNIVERSITY AVENUE, SUITE 450  
RIVERSIDE, CA 92501  
ATTN: RICK BISHOP  
FASCIMILE: (951) 223-9720

CONTRACTOR:

LEOTEK ELECTRONICS USA LLC  
1955 LUNDY AVENUE  
SAN JOSE, CALIFORNIA 95131  
ATTN: WESTERN REGIONAL MANAGER  
FACSIMILE:(408) 518-8128

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**B.** Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City and WRCOG. Provided, however, that claims for money due or to become due Contractor from City or WRCOG under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to City and WRCOG.

**C.** Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

**D.** Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

**E.** 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 rights by custom, estoppel or otherwise.

**F. Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

**G. Interpretation.** Since the Parties or their agents have participated fully 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.

**H. No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**I. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

**J. 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.

**K. Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**L. City's and WRCOG's Right to Employ Other Contractors.** City and/or WRCOG reserves its right to employ other contractors in connection with the Equipment subject to prior written approval from the City.

**M. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**ATTEST:**

**CITY:**

CITY OF PERRIS,  
a municipal corporation

\_\_\_\_\_  
Nancy Salazar, City Clerk

\_\_\_\_\_  
Richard Belmudez, City Manager

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

**CONTRACTOR:**  
LEOTEK ELECTRONICS USA, LLC.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Eric L. Dunn, City Attorney

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**WRCOG:**  
Western Riverside Council of Governments

**APPROVED AS TO FORM:**  
Best Best & Krieger, LLP


By: \_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Rick Bishop, Executive Director

(Corporations require two signatures; one from each of the following: A. Chairman of the Board, President, and Vice President; and B. Secretary, Assistant Secretary, Treasurer, or Chief Financial Officer.)

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

[\*\*EXCERPT OF EQUIPMENT DESCRIPTION FROM ACCEPTED RFQ RESPONSE AND REFER BACK TO RFQ\*\*]

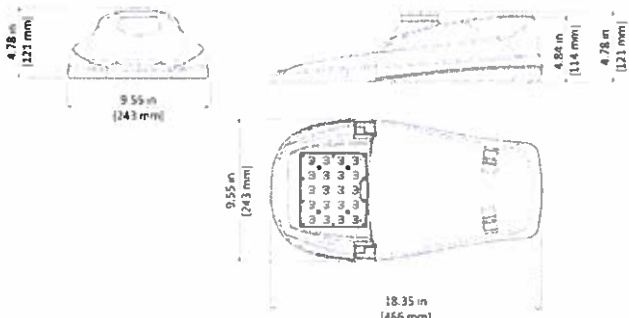


**GreenCobra™ Jr. LED Street Light**  
**GCJ H-Series Specification Data Sheet**

**Luminaire Data**

**Weight** 7 lbs [3.2 kg]  
**EPA** 0.39 ft<sup>3</sup>

Project \_\_\_\_\_  
Type \_\_\_\_\_  
Catalog No. \_\_\_\_\_



**Ordering Information**  
Sample Catalog No. GCJ1 20H MV NW 2R GY 5B

Product	LED Code	Voltage	Color Temperature	Distribution	Finish <sup>1</sup>	GCJ0 Drive Current Code <sup>2</sup>	Options
GCJ0	15H	MV 120-277V	WW 3000K	2R Type 2	GY Gray	300	FDC <sup>3</sup> Fixed Drive Current
		HV 347-480V	NW 4000K	3 Type 3	DB Dark Bronze	390	FFA <sup>4</sup> Full Field Adjustability
			CW 5000K	4 Type 4	BK Black	490	LPCR Less Photocontrol
GCJ1	20H			5 Type 5		590	PCR7 <sup>5</sup> ANSI 7-wire Photocontrol Receptacle
						700	PCR7-CR <sup>6</sup> Control Ready 7-wire PC Receptacle
						350	WL Utility Wattage Label
						450	4B 4 Bolt Mounting Bracket
						530	RWG Rubber Wildlife Guard
GCJ2	20H					700	SWTB Straight Wire Terminal Block
						830	BBL Bubble Level
						900	
						1A	

**Notes:**





- 1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- 2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
- 3 Non-field adjustable, fixed drive current. Specify required drive current code. Not available with PCR7-CR option.
- 4 The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
- 5 Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
- 6 Control-ready wired at factory for wireless node dimming. Supplied at maximum drive current. If a lower drive current is required, consult factory.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK).
- 10 Specify MV (120-277V) or HV (347-480V).

**Accessories<sup>7</sup>**

<b>HSSGCI<sup>1</sup></b>	House Side Shield, Snap-On*
<b>CSSGCI<sup>1</sup></b>	Cul-De-Sac Side Shield, Snap-On*
<b>SPB<sup>1</sup></b>	Square Pole Horizontal Arm Bracket
<b>RPB<sup>1</sup></b>	Round Pole Horizontal Arm Bracket
<b>PTB<sup>1</sup></b>	Pole Top Tenon Horizontal Arm Bracket
<b>PTB2<sup>10</sup></b>	Pole Top Tenon Horizontal Arm Bracket (2@180°)
<b>WB<sup>1</sup></b>	Wall Horizontal Arm Bracket
<b>BSK<sup>1</sup></b>	Bird Deterrent Spider Kit
<b>PC<sup>1</sup></b>	Twist Lock Photocontrol
<b>LLPC<sup>10</sup></b>	Long-Life Twist Lock Photocontrol
<b>SC<sup>1</sup></b>	Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.

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**Luminaire Specifications**

**Housing**

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5" in 2.5" steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

**Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM 21 (L90 ≥ 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

**Field Adjustability**

LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (700mA max or 1A max) is desired. The FFA option is not DLC qualified.

**Quality Control**

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

**Optical Systems**

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

**Electrical**

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

**Controls**

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacles is available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

**Finish**

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

**Listings/Ratings/Labels**

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A.

**Photometry**

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

**Warranty**

10-year limited warranty is standard on luminaire and components.

**Vandal Resistance**

Housing and optics rated to IK10

**Standards**

Luminaire complies with:  
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77  
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598



## GreenCobra™ Jr. LED Street Light GCJ H-Series Specification Data Sheet

### Performance Data: 3000K (WW)

All data nominal. IES files for all CCTs available at [leotek.com](http://leotek.com).

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) <sup>1</sup>	Efficacy (Lm/W)
GCJ0	15H	300 <sup>3</sup>	15	1810	121
		390 <sup>3</sup>	19	2280	120
		490 <sup>3</sup>	24	2840	118
		590	30	3410	114
		700	35	3910	112
GCJ1	20H	350 <sup>3</sup>	25	3040	122
		450	29	3470	120
		530	34	3980	117
		580	39	4470	115
		700	46	5130	112
GCJ2	20H	700	45	5020	112
		830	54	5780	107
		900	58	6120	106
		1A	68	6960	102

**Notes:**

- <sup>1</sup> Nominal lumens. Normal tolerance  $\pm 10\%$  due to factors including distribution type, LED bin variance, and ambient temperatures.
- <sup>2</sup> DLC Approved only at 120VAC.
- <sup>3</sup> DLC Approved at 120-240VAC.

### Performance Data: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs available at [leotek.com](http://leotek.com).

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) <sup>1</sup>	Efficacy (Lm/W)
GCJ0	15H	300 <sup>3</sup>	15	2000	133
		390 <sup>3</sup>	19	2490	131
		490 <sup>3</sup>	24	3070	128
		590	30	3650	122
		700	35	4180	119
GCJ1	20H	350 <sup>3</sup>	25	3240	130
		450	29	3720	128
		530	34	4320	127
		580	39	4850	124
		700	46	5510	120
GCJ2	20H	700	45	5430	121
		830	54	6210	115
		900	58	6630	114
		1A	68	7430	109

**Notes:**

- <sup>1</sup> Nominal lumens. Normal tolerance  $\pm 10\%$  due to factors including distribution type, LED bin variance, and ambient temperatures.
- <sup>2</sup> DLC Approved only at 120VAC.
- <sup>3</sup> DLC Approved at 120-240VAC.





## GreenCobra™ Jr. LED Street Light GCJ H-Series Specification Data Sheet

### BUG Ratings: 3000K (WW)

All data nominal. IES files for all CCTs are available at leotek.com.

Product & LED Code	Drive Current Code	Type 2R	Type 3	Type 4	Type 5
		BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCJ0 15H	300	B0 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	390	B1 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	490	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	590	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
GCJ1 20H	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	450	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	580	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	700	B1 U0 G1	B2 U0 G1	B2 U0 G1	B3 U0 G1
GCJ2 20H	700	B1 U0 G1	B1 U0 G1	B2 U0 G1	B3 U0 G1
	830	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
	900	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
	1A	B1 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1

### BUG Ratings: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs are available at leotek.com.

Product & LED Code	Drive Current Code	Type 2R	Type 3	Type 4	Type 5
		BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCJ0 15H	300	B1 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	390	B1 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	490	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	590	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
GCJ1 20H	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	450	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	580	B1 U0 G1	B1 U0 G1	B2 U0 G1	B3 U0 G1
GCJ2 20H	700	B1 U0 G1	B2 U0 G1	B2 U0 G1	B3 U0 G1
	700	B1 U0 G1	B2 U0 G1	B2 U0 G1	B3 U0 G1
	830	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
	900	B1 U0 G1	B2 U0 G2	B2 U0 G2	B3 U0 G1
	1A	B1 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1

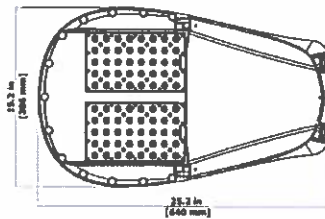
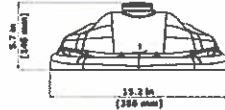


Project  
Type  
Catalog No.

## GreenCobra™ LED Street Light GCL G-Series Specification Data Sheet

### Luminaire Data

Weight 18 lbs [8.17 kg]  
EPA 0.8 ft.<sup>2</sup>



### Ordering Information

Sample Catalog No. GCL1 60G MV WW 25 GY 350 PCR7 RWG

Product	LED Code	Voltage	Color Temperature			Distribution	Finish <sup>1</sup>	GCL1 Current Code <sup>2</sup>		Options	
			WW	NW	CW			350	450	530	610
GCL1	60G 80G	MV 120-277V HV 347-480V	3000K	4000K	5000K	2S Type 2 Short	GY Gray	350	FDC <sup>3</sup>	Fixed Drive Current	
						2R Type 2 Medium	DB Dark Bronze	450	FFA <sup>4</sup>	Full Field Adjustability	
						3R Type 3 Medium	BK Black	530	LPCR	Less Photocontrol Receptacle	
						4 Type 4		610	PCR7 <sup>5</sup>	ANSI 7-wire Photocontrol Receptacle	
						5 Type 5		700	PCR7-CR <sup>6</sup>	Control Ready 7-wire Photocontrol Receptacle	
GCL2	60G							750	4B	4-Bolt Slip-Fitter	
								800	RWG	Rubber Wildlife Guard	
								900	WL	Utility Wattage Label	
								975	BBL	Bubble Level	
								1A			

#### Notes:

- 1 Gray, Black and Dark Bronze standard. Consult factory for other finishes.
- 2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
- 3 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR7 CR option.
- 4 The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
- 5 Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
- 6 Control-ready wired at factory for wireless node dimming. Supplied at maximum drive current. If lower drive current is required, consult factory.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK).
- 10 Specify MV (120-277V) or HV (347V-480V).

#### Accessories<sup>\*</sup>

HSSGCL <sup>1</sup>	House Side Shield, Snap-On <sup>*</sup>
CSSGCL <sup>1</sup>	Cul-De-Sac Side Shield, Snap-On <sup>*</sup>
SPB <sup>3</sup>	Square Pole Horizontal Arm Bracket
RPB <sup>3</sup>	Round Pole Horizontal Arm Bracket
PTB <sup>3</sup>	Pole Top Tenon Horizontal Arm Bracket
PTB2 <sup>3</sup>	Pole Top Tenon Horizontal Arm Bracket (2@180°)
WB <sup>3</sup>	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC <sup>3</sup>	Twist Lock Photocontrol
LLPC <sup>3</sup>	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

<sup>\*</sup>Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS consult factory.

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## GreenCobra™ LED Street Light GCL G-Series Specification Data Sheet

### Luminaire Specifications

#### Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Four-bolt mounting bracket (4B option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5" in 2.5" steps. Electrical components are accessed without tools via high-strength, non-conductive polycarbonate door with stainless steel quick-release latches. Polycarbonate material is UL recognized and meets UL 746C for outdoor usage. Standard mast arm guard is Polycarbonate with removable insert. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

#### Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (L90 = 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 minimum CRI. LEDs are ROHS compliant, 100% mercury and lead free.

#### Field Adjustability

LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (700mA max or 1A max) is desired. The FFA option is not DLC qualified.

#### Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

#### Optical Systems

Micro-lens systems produce IESNA Type 2 Short (2S), Type 2 Medium (2R), Type 3 Medium (3R), Type 4 (4), and Type 5 (5) distributions. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optical systems maintain an IP66 rating. Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

#### Electrical

Power supply life is rated for 100,000 hours. Power Supply is 1-10V dimmable. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire and is aligned for straight wire entry. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

#### Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacle is available. All photocontrol receptacles have tool-less rotatable base. Wireless control module is provided by others.

#### Finish

Housing receives a fade and abrasion resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

#### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

#### Photometry

Luminaire photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

#### Warranty

10-year limited warranty is standard on luminaire and components.

#### Vandal Resistance

Housing and optics rated to IK10.

#### Standards

Luminaire complies with:  
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77  
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598



## GreenCobra™ LED Street Light GCL G-Series Specification Data Sheet

### Performance Data

All data nominal. IES files for all CCTs available at leotek.com.

#### 3000K (WW)

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) <sup>1</sup>
GCL1	60G	350	70	8800	126
		450	85	10500	124
		530	105	12700	121
		610	120	14200	118
		700	135	15600	116
GCL1	80G	350	85	11150	131
		450	115	14400	125
		530	130	16000	123
		610	160	18700	117
		700	185	20800	112
GCL2	60G	750	149	17500	117
		800	163	18600	114
		900	183	20100	110
		975	192	20600	107
		1A	208	21700	104

Notes:

<sup>1</sup> Nominal lumens. Normal tolerance  $\pm 10\%$  due to factors including distribution type, LED bin variance, and ambient temperatures.

#### 4000K (NW) and 5000K (NW)

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) <sup>1</sup>
GCL1	60G	350	70	9250	132
		450	85	11000	129
		530	105	13300	127
		610	120	15000	125
		700	135	16400	121
GCL1	80G	350	85	11700	138
		450	115	15200	132
		530	130	16800	129
		610	160	20000	125
		700	185	22100	119
GCL2	60G	750	149	18500	124
		800	163	19600	120
		900	183	21200	116
		975	192	21800	114
		1A	208	22900	110

Notes:

<sup>1</sup> Nominal lumens. Normal tolerance  $\pm 10\%$  due to factors including distribution type, LED bin variance, and ambient temperatures.

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## GreenCobra™ LED Street Light GCL G-Series Specification Data Sheet

### BUG Ratings

#### 3000K (WW)

Product	LED Code	Drive Current Code	Type 2S	Type 2R	Type 3R	Type 4	Type 5
			BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCL1	60G	350	B2 U0 G2	B1 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		450	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B4 U0 G2
		610	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		450	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
GCL2	60G	530	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		610	B3 U0 G2	B3 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		700	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		750	B3 U0 G2	B3 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		800	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		900	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		975	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
1A	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2		

#### 4000K (NW)

Product	LED Code	Drive Current Code	Type 2S	Type 2R	Type 3R	Type 4	Type 5
			BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCL1	60G	350	B1 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		450	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B4 U0 G2
		610	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B3 U0 G2
		450	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
GCL2	60G	530	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2
		610	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		700	B3 U0 G3	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		750	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		800	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		900	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
		975	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
1A	B3 U0 G3	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2		

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## GreenCobra™ LED Street Light GCL G-Series Specification Data Sheet

### BUG Ratings

#### 5000K (CW)

Product	LED Code	Drive Current Code	Type 2S BUG Rating	Type 2R BUG Rating	Type 3R BUG Rating	Type 4 BUG Rating	Type 5 BUG Rating	
GCL1	60G	350	B1 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	
		450	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	
		530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B4 U0 G2	
		610	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2	
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2	
	60G	350	B1 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		450	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B3 U0 G2
		530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B4 U0 G2	
		610	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2	
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G3	B4 U0 G2	
GCL2	60G	750	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2	
		800	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2	
		900	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2	
		975	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2	
		1A	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2	

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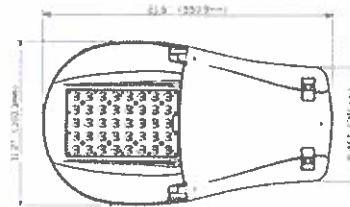
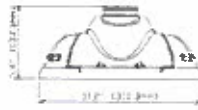


Project  
Type  
Catalog No.

## GreenCobra™ Midsize LED Street Light GCM H-Series Specification Data Sheet

### Luminaire Data

**Weight** 10 lbs [4.6 kg]  
**EPA** 0.44 ft<sup>2</sup>



### Ordering Information

Sample Catalog No. GCM2 30H MV NW 2R GY 700 PCR7 WL

Product	LED Code	Voltage	Color Temperature	Distribution	Finish <sup>1</sup>	30H Drive Current Code <sup>2</sup>	Options
GCM2	30H	MV 120-277V	WW 3000K	2S Type 2 Short	GY Gray	530	FDC <sup>4</sup> Fixed Drive Current
			NW 4000K	2R Type 2 Medium	DB Dark Bronze	610	FFA <sup>4</sup> Full field Adjustability
		HV 347-480V	CW 5000K	3R Type 3 Medium	BR Bronze	700	LPCR Less Photocontrol
			4 Type 4	4 BK Black	850	Receptacle	
			5 Type 5	1A	PCR7 <sup>7</sup> ANSI 7-wire Photocontrol Receptacle		
GCM2	40H					PCR7-CR <sup>8</sup> Control Ready 7-wire PC Receptacle	
						40H Drive Current Code <sup>3</sup>	WL Utility Wattage Label
						575	4B 4-Bolt Mounting Bracket
						700	RWG Rubber Wildlife Guard
						850	SWTB Straight Wire Terminal Block
						950	BBL Bubble Level
						1A	

#### Notes:

- 1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- 2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
- 3 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR7-CR option.
- 4 The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
- 5 Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
- 6 Control ready wired at factory for wireless node dimming. Supplied at maximum drive current. If a lower drive current is required, consult factory.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK).
- 10 Specify MV (120-277V) or HV (347V-480V).

#### Accessories<sup>9</sup>

HSSGCM <sup>1</sup>	House Side Shield, Snap-On*
CSSGCM <sup>1</sup>	Cul-De-Sac Side Shield, Snap-On*
SPB <sup>1</sup>	Square Pole Horizontal Arm Bracket
RPB <sup>1</sup>	Round Pole Horizontal Arm Bracket
PTB <sup>1</sup>	Pole Top Tenon Horizontal Arm Bracket
PTB2 <sup>1</sup>	Pole Top Tenon Horizontal Arm Bracket (2@180°)
WB <sup>1</sup>	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC <sup>10</sup>	Twist Lock Photocontrol
LLPC <sup>10</sup>	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS consult factory.

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## GreenCobra™ Midsize LED Street Light GCM H-Series Specification Data Sheet

### Luminaire Specifications

#### Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

#### Light Emitting Diodes

High-flux/high-power white LEDs produce a minimum of 90% of initial intensity over 75,000 hours of life based on IES TM-21 (L90 ≥ 75k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

#### Field Adjustability

LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (1A max) is desired. The FFA option is not DLC qualified.

#### Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

#### Optical Systems

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

#### Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

#### Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacle is available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

#### Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

#### Listings/Ratings/Labels

luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

#### Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

#### Warranty

10-year limited warranty is standard on luminaire and components.

#### Vandal Resistance

Housing and optics rated to IK10.

#### Standards

Luminaire complies with:  
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77  
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598





## GreenCobra™ Midsize LED Street Light GCM H-Series Specification Data Sheet

### Performance Data: 3000K (WW)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) <sup>1</sup>	Efficacy (Lm/W)
GCM2	30H	530	48	5770	120
		610	58	6700	116
		700	68	7620	112
		850	82	8800	107
		1A	101	10480	104
	40H	575	73	8780	120
		700	88	10230	116
		850	107	11960	112
		950	121	13040	108
		1A	135	14080	104

**Notes:**

<sup>1</sup> Nominal lumens. Normal tolerance  $\pm 10\%$  due to factors including distribution type, LED bin variance, and ambient temperatures.

### Performance Data: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) <sup>1</sup>	Efficacy (Lm/W)
GCM2	30H	530	48	6330	132
		610	58	7440	128
		700	68	8550	126
		850	82	9830	120
		1A	101	11720	116
	40H	575	73	9590	131
		700	88	11260	128
		850	107	13270	124
		950	121	14390	119
		1A	135	15430	114

**Notes:**

<sup>1</sup> Nominal lumens. Normal tolerance  $\pm 10\%$  due to factors including distribution type, LED bin variance, and ambient temperatures.



## GreenCobra™ Midsize LED Street Light GCM H-Series Specification Data Sheet

### BUG Ratings

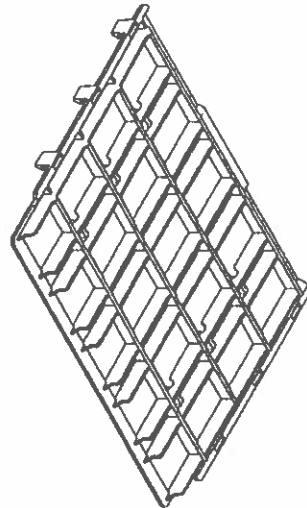
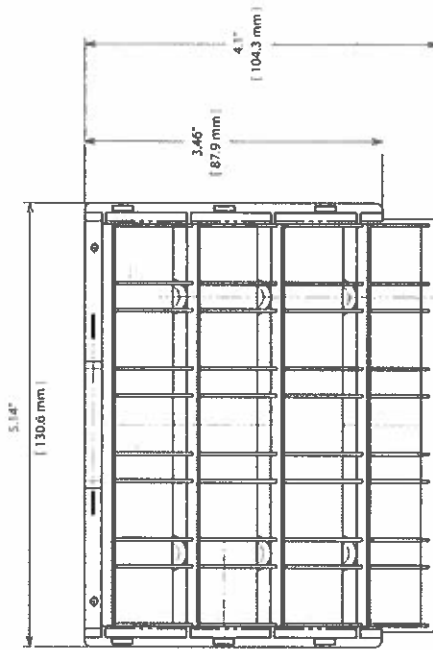
3000K (WW)			Type 2S	Type 2R	Type 3R	Type 4	Type 5
Product	LED Code	Drive Current Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM2	30H	530	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
		610	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G2	B3 U0 G1
		700	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
		850	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		1A	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	40H	575	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		700	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		850	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B3 U0 G2
		950	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		1A	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2

4000K (NW)			Type 2S	Type 2R	Type 3R	Type 4	Type 5
Product	LED Code	Drive Current Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM2	30H	530	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
		610	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
		700	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		850	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		1A	B3 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B3 U0 G2
	40H	575	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B2 U0 G2	B3 U0 G2
		850	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		950	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		1A	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2

5000K (CW)			Type 2S	Type 2R	Type 3R	Type 4	Type 5
Product	LED Code	Drive Current Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM2	30H	530	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
		610	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
		700	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		850	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		1A	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B3 U0 G2
	40H	575	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B2 U0 G2	B3 U0 G2
		850	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		950	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		1A	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2

©2017 LeoteK Electronics USA. GCM\_H-Series\_Spec Sheet\_090717 Specifications subject to change without notice.

GCI, GCM and GCL Cul-de-Sac Shield (CSS) Snap-on Assembly



Product	CSS Part No.	No. of Shields per Luminaire
GCI	CSSGCI	1
GCM	CSSGCM	7
GCL	CSSGCL	4

NOTES:

- Color: Black
- Meets ROHS standard
- Meets UL94 5VA Flammability Standard
- Clips on top sides of shield easily snap into place against edges of light engine
- All models snap-on without tools.
- Cul-de-Sac Shields cut off light trespass at approximately 1 - 1/2 the mounting height on either side and 1/2 the mounting height behind the pole.

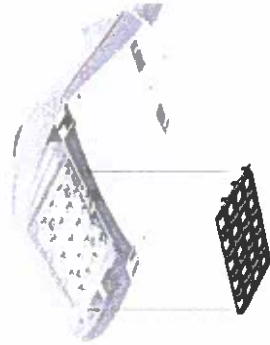


Green Cobra™ Cul-de-Sac Shield (CSS)

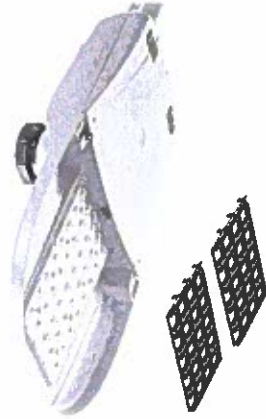
LEOTEK ELECTRONICS USA, LLC  
 1955 LINDY AVENUE  
 SAN JOSE, CA 95131  
 PHONE: (408) 380-1788  
 FAX: (408) 519-8128

GCI, GCM and GCL Cui-de-Sac Shield (CSS) Snap-on Assembly

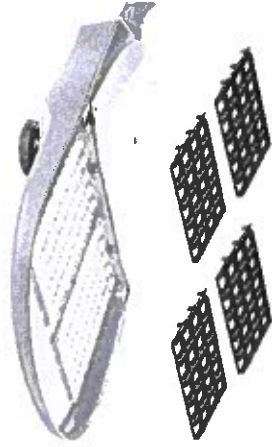
GCI



GCM



GCL



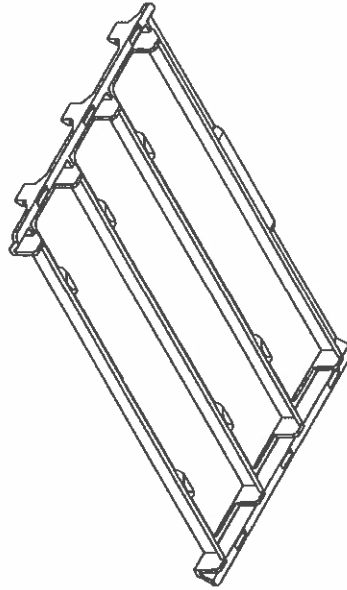
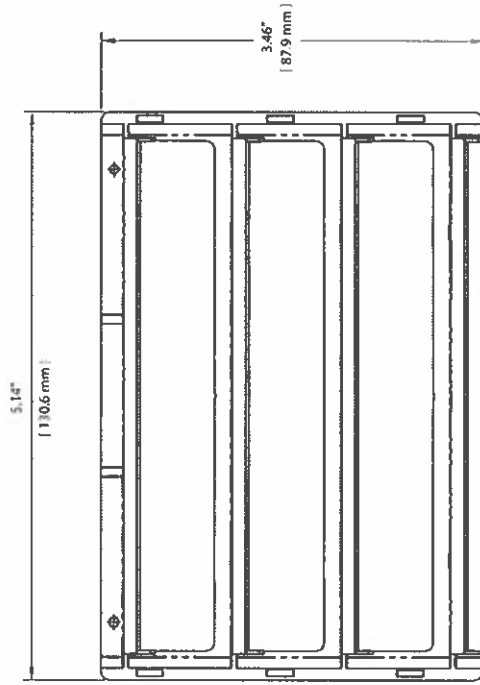
Cui-de-Sac Shield (CSS)  
Installed on GCI



Green Cobra™ Cui-de-Sac Shield (CSS)

LEOTEK ELECTRONICS USA, LLC  
1955 LUNDY AVENUE  
SAN JOSE, CA 95131  
PHONE: (408) 380-1788  
FAX: (408) 518-8128

GCL, GCM and GCL House Side Shield (HSS) Snap-on Assembly



Product	HSS Part No.	No. of Shields per Luminaire
GCL	HSSGCL	1
GCM	HSSGCM	2
GCL	HSSGCL	4

NOTES:

- Color: Black
- Meets ROHS standard
- Meets UL 94 V-0 Flammability Standard
- Clips on top sides of shield easily snap into place against edges of light engine
- All models snap-on without tools.
- House Side Shields cut off light trespass at approximately  $\frac{1}{3}$  the mounting height behind the pole

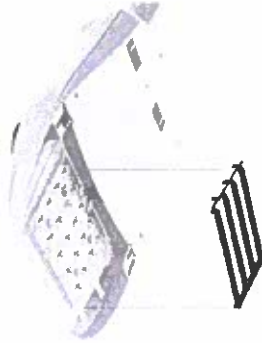


Green Cobra™ House Side Shield (HSS)

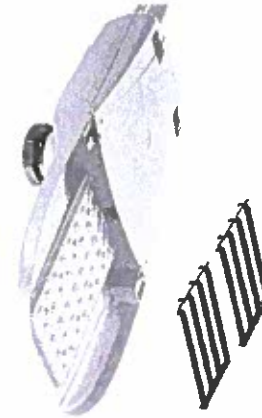
LEOTEK ELECTRONICS USA, LLC  
 1955 LUNDY AVENUE  
 SAN JOSE, CA 95131  
 PHONE: (408) 380-1788  
 FAX: (408) 518-8128

GCJ, GCM and GCL House Side Shield (HSS) Snap-on Assembly

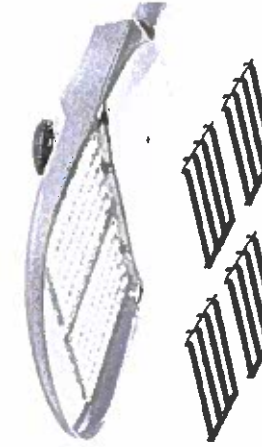
GCJ



GCM



GCL



House Shield (HSS)  
Installed on GCJ

**LEOTEK**  
LTE-ON GROUP

Green Cobra™ House Side Shield (HSS)

LEOTEK ELECTRONICS USA, LLC  
1955 LUNDY AVENUE  
SAN JOSE, CA 95131  
PHONE: (408) 380-1788  
FAX: (408) 518-8128

**WRCOG Custom Name Plate**

Exhibit B, Part 2 – Products Section Luminaires L.i. requests custom name plates beyond the ANSI wattage label. Leotek is able to provide custom labels with prior design approval from the customer. Our only concern has to do with available space on the surface of the fixture.

Custom labels are nothing new for Leotek. We have provided them to Snohomish County PUD, Clark County PUD and Ameren Corporation. Below is a photo of the custom label we do for Ameren. This label denotes a high voltage model. It is a blend of the ANSI wattage label and the high voltage designation.



Leotek is happy to work with WRCOG to design a label to suit your purposes.

**EXHIBIT "B"**  
**DELIVERY SCHEDULE**

[ADJUST AS APPROPRIATE SUBJECT TO PROGRESS MILESTONES]

<b>Delivery Schedule (Estimated)</b>						
<b><i>Acquisition Process</i></b>	<b>SCE Transition Start</b>	<b>Delivery Schedule</b>	<b>Phase 1 Transition (retrofit start)</b>	<b>Phase 2 (if needed)</b>	<b>Phase 3 (if needed)</b>	<b>Phase 4 (if needed)</b>
<b><i>Retrofit, O&amp;M, LED fixture, and financing GOALS</i></b>	Finance Closing and LED selection GOAL		LED fixture delivery date GOAL			
Perris	+ 60 days	Min. 2 weeks prior to Phase 1 Transition	+ 30 days			



**EXHIBIT "C" FEE SCHEDULE**

\*Luminaire Existing      \*\*Proposed      \*\*\*\*Unit      Maximum Not To  
 Designation      Wattage      Luminaire      \*\*\*Quantity      Price      Exceed Total (in \$)

Condition B	<b>50W HPS</b>	GCI0-15H-MV-27-XX-GY-390-WL-PCR7	<b>1</b>	\$ 92.80	92.80
Condition B	<b>70W HPS</b>	GCI0-15H-MV-27-XX-GY-490-WL-PCR7	<b>63</b>	\$ 92.80	5,846.40
Condition B	<b>100W HPS</b>	GCI0-15H-MV-27-XX-GY-700-WL-PCR7	<b>2879</b>	\$ 95.50	274,944.50
Condition B	<b>150W HPS</b>	GCI2-20H-MV-27-XX-GY-830-WL-PCR7	<b>1</b>	\$ 137.60	137.60
Condition B	<b>200W HPS</b>	GCM2-30H-MV-27-XX-GY-530-WL-PCR7	<b>1162</b>	\$ 137.60	159,891.20
Condition B	<b>200W HPS Int</b>	GCL1-60G-MV-27-XX-GY-700-WL-PCR7	<b>0</b>	\$ 208.80	0.00
Condition B	<b>250W HPS</b>	GCL1-60G-MV-27-XX-GY-610-WL-PCR7	<b>1</b>	\$ 208.80	208.80
Condition B	<b>400W HPS</b>	GCL1-60G-MV-27-XX-GY-610-WL-PCR7	<b>0</b>	\$ 208.80	0.00
Condition B	<b>35W LPS</b>	GCI0-15H-MV-27-XX-GY-300-WL-PCR7	<b>0</b>	\$ 92.80	0.00
Condition B	<b>55W LPS</b>	GCI0-15H-MV-27-XX-GY-490-WL-PCR7	<b>20</b>	\$ 92.80	1,856.00
Condition B	<b>90W LPS</b>	GCM2-30H-MV-27-XX-GY-610-WL-PCR7	<b>0</b>	\$ 137.60	0.00
Condition B	<b>135W LPS</b>	GCM2-40H-MV-27-XX-GY-1A-WL-PCR7	<b>13</b>	\$ 208.80	2,714.40

**TOTAL CONTRACT SERVICES = \$445,692.00**  
**TOTAL TAX @7.75%= \$34,541.13**

**GRAND TOTAL= \$480,233.13**

\*Pricing for all Lighting Conditions, A, B or C are the same price.

\*\* Luminaire also includes cul-de-sac and house light shields, custom name plate, and all photometry necessary do determine fixture schedule for Lighting Conditions A, B or C, for all City Streets. The "XX" represents optical designation, Type 1, 2, 3, 4 and 5, and are the same price. The "27" is the CCT color 2700K, and 3000k shall be the same price.

\*\*\*Quantity of fixtures subject to change per final True-up performed during SCE's Inventory and Inspection Period, and final count of City owned-lights that City would like to add to project. Unit Price is provided as "each" and is not quantity dependent. Leotek Electronics will hold pricing on All luminaires, except 150w HPS (1ea) and 250w HPS (1ea) until June 1, 2019.

\*\*\*\*Unit Price set at a Not-To Exceed price unless otherwise approved by the City representative. The price does not include photocell. Leotek Electronics will hold pricing on all luminaires, except 150w HPS (1ea) and 250w HPS (1ea) until June 1, 2019.

**EXHIBIT "D" RFQ 17-09 AND RESPONSE**  
**[SEE ATTACHED ELECTRONIC MEDIA (CD-ROM)]**



# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Consideration of a Resolution establishing the Marijuana Distribution and Commercial Manufacturing Tax Rate and providing a Deduction for Certain Taxes under Chapter 3.40 of the Perris Municipal Code

**REQUESTED ACTION:** **Approve Resolution No. (Next in order)** establishing a tax rate of 10% for marijuana distribution and 10% for commercial manufacturing operations and providing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the State from their reported proceeds for the purpose of calculating their taxes owed to the City.

**CONTACT:** Dr. Grace Williams, Director of Planning and Economic Development 

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#### BACKGROUND/DISCUSSION:

##### Manufacturing and Distribution Tax Rate

On January 9, 2018, the City Council voted 4-1 to introduce first reading of an Ordinance to permit commercial wholesale marijuana distribution and manufacturing, subject to a Community Benefit Agreement (CBA). This was followed by a 3-2 vote on the second reading on January 30, 2018, to enact the Ordinance thirty days thereafter (March 2, 2018). The CBA was set in place to provide a benefit to the City in the form of a fee to fund City programs and activities to be deposited into the City's general fund and available for any lawful purpose as determined by the City Council. The CBA would terminate upon approval of a tax by the voters of Perris that is similar in nature to the CBA. For the Council's information, two CBAs have been approved for marijuana distribution, one set at 5% and one at 6% based upon the survey of taxation rates at the time of the CBA approval.

At the November 6, 2018 General Municipal Election, Perris voters approved Measure G to impose a maximum 10% tax upon the proceeds of marijuana distribution and manufacturing operations. Pursuant to Chapter 3.40 of Title 3 of the Perris Municipal Code (PMC), upon approval of the tax measure, the final tax rate is to be set by a City Council Resolution, up to a maximum of 10%.

For the Council's information, staff conducted a survey of southern California jurisdictions to see the range of tax rates in the nearby Southern California region. Staff found a tax rate of up to 10% for commercial wholesale marijuana distribution, 10% for general marijuana manufacturing and 40% for exotic marijuana manufacturing, as summarized in the table on the following page:

	Distribution Tax	Manufacturing Tax
Cathedral City	10%	5% for crude 10% for distillate 40% for exotic/boutique
City of Los Angeles	1%	2%
Culver City	2% until 2020; may increase up to 6%	4% until 2020; may increase up to 6%
City of San Diego	5% but will increase to 8% July 2019	5% but will increase to 8% July 2019
City of Santa Ana	8%	8%
City of Long Beach	6% until 2019; may increase up to 8%	6% until 2019; may increase up to 8%
City of Costa Mesa	6%	6%
City of San Jacinto	\$10 per sf of distribution area	\$25 per sf of manufacturing area
City of Adelanto	5%	5%
County of Riverside	Development Agreement	Development Agreement
Lake Elsinore	Development Agreement	Development Agreement
Moreno Valley	8%	8%

*Establishment of a Deduction for Sales and Use Taxes and Excise Taxes*

Sections 3.40.020(a) and 3.40.020(c) of the Municipal Code impose a tax upon the proceeds of marijuana distribution and manufacturing operations and marijuana dispensaries. "Proceeds" is defined by Section 3.40.010 of the Municipal Code as the "total revenue and/or money received through the sale of goods and/or services before any deductions or allowances (e.g., rent, cost of goods sold, taxes)." Thus, the definition of proceeds includes sales and use taxes and excise taxes collected by the business from their consumers and remitted to the State. The result is that the calculation of the taxes owed to the City includes sales and use taxes and excise taxes.

In order to remedy this, Section 3.40.030(b) allows the City Council to establish "exemptions, incentives, or other reductions" to the tax, and allows the City Council to eliminate any established exemptions, incentives, and reductions. As such, the proposed resolution establishes a deduction that allows an affected business to deduct from its reported proceeds the amount it collects in sales and use taxes and excises taxes from its consumers and paid to the State. For example, if a business' proceeds are \$1,000 with \$10 of those proceeds are sales and use taxes and excise taxes, then it may deduct the \$10 from the \$1,000 resulting in \$990. The \$990 will then be utilized to calculate the taxes owed to the City:

Total Reported Proceeds (including Sales and Use Taxes and Excise Taxes):	\$1,000.00
Total Sales and Use Taxes and Excise Taxes:	\$10.00
Taxable Proceeds after deduction of Sales and Use Taxes and Excise Taxes:	\$990.00

**STAFF RECOMMENDATION:**

Staff recommends that the City Council review and approve the attached resolution that establishes a taxation rate of 10% for commercial wholesale marijuana distribution and 10% for marijuana manufacturing and establishing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the State from their reported proceeds for the purpose of calculating their taxes owed to the City.



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**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item is covered in the current budget.

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**Prepared by:** Kenneth Phung, Planning Manager 

**REVIEWED BY:** Dr. Grace Williams, Director of Planning and Economic Development

City Attorney \_\_\_\_\_  
Assistant City Manager  \_\_\_\_\_  
Finance Director  \_\_\_\_\_

**Attachment:** Resolution

**Consent:** February 12, 2019

**RESOLUTION NUMBER (NEXT IN ORDER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SETTING THE TAX RATE ON PROCEEDS OF COMMERCIAL MARIJUANA DISTRIBUTION AND MANUFACTURING WITHIN THE CITY AND ESTABLISHING A DEDUCTION FOR CERTAIN TAXES ESTABLISHED UNDER CHAPTER 3.40, PURSUANT TO SECTIONS 3.40.020(a), 3.40.020(c), 3.40.030, AND 3.40.090 OF CHAPTER 3.40 OF TITLE 3 OF THE PERRIS MUNICIPAL CODE**

**WHEREAS**, a General Municipal Election was held in the City of Perris, California, on November 8, 2016, at which a ballot measure was submitted to the voters concerning the adoption of a proposed ordinance for the imposition of a maximum 10% tax upon the gross receipts of marijuana dispensaries and a maximum of \$25 per square foot tax upon marijuana cultivation, which is codified under Chapter 3.40 of Title 3 of the Perris Municipal Code (“Measure J”);

**WHEREAS**, Measure J was approved by the voters;

**WHEREAS**, a General Municipal Election was held in the City of Perris, California, on November 6, 2018, at which a ballot measure (“Measure G”) was submitted to the voters concerning the adoption of a proposed ordinance for the imposition of a maximum 10% tax upon the proceeds of marijuana distribution and manufacturing operations, which was added to Chapter 3.40 of Title 3 of the Perris Municipal Code;

**WHEREAS**, Measure G was approved by the voters;

**WHEREAS**, Section 3.40.020(c) of the Perris Municipal Code imposes the taxes contemplated by Measure G upon the distribution and manufacturing of marijuana operations, regardless of whether such distribution or manufacturing operations are permitted to operate within the City;

**WHEREAS**, Sections 3.40.020(c) and 3.40.030(b) of the Perris Municipal Code permit the City Council to set by resolution the rate at which the proceeds of marijuana distribution and manufacturing operations are to be taxed provided that such rate shall not exceed the rate of \$0.10 for each \$1.00 of proceeds or fractional part thereof;

**WHEREAS**, Section 3.40.030(b) of the Perris Municipal Code permits the City Council to establish exemptions, incentives, or other reductions for taxes authorized by Chapter 3.40 of the Perris Municipal Code.

**WHEREAS**, Section 3.40.010 of the Perris Municipal Code defines the term “proceeds” as “total revenue and/or money received through the sale of goods and/or services before any deductions or allowances (e.g., rent, cost of goods sold, taxes),” which means that a business’ calculation for taxes owed to the City includes the sales and use taxes and excise taxes that it collects from its consumers and which it remits to the State of California.

**WHEREAS**, the City Council now desires to set the rate at which the proceeds of marijuana distribution and manufacturing operations are to be taxed pursuant to Section 3.40.020(c) of the Perris Municipal Code, and also now desires to establish a deduction for the taxes authorized by Sections 3.40.020(a) and 3.40.020(b) of the Perris Municipal Code so that, in calculating the taxes owed to the City pursuant to Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code, such businesses and operations may deduct the amount of any sales and use taxes and any excise taxes collected from their consumers and paid to the State of California from their reported proceeds, as defined by Chapter 3.40 of Title 3 of the Perris Municipal Code.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** That the recitals set forth above are true and correct and incorporated herein by this reference.

**Section 2.** Except as otherwise provided, the terms used in this Resolution shall have the same meanings as those terms provided in Chapter 3.40 of the Perris Municipal Code.

**Section 3.** That, pursuant to Sections 3.40.020(c), 3.40.030(b), and 3.40.090) of the Perris Municipal Code, the City Council hereby establishes the tax rate imposed upon the proceeds of marijuana distribution and manufacturing operations at \$0.10 for each \$1.00 of proceeds or fractional part thereof.

**Section 4.** That, pursuant to Section 3.40.030(b) of the Perris Municipal Code, the City Council hereby establishes the following deduction for the taxes imposed by Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code:

- a. **State Sales and Use Tax and Excise Tax Deduction.** In calculating taxes owed pursuant to Chapter 3.40 of the Perris Municipal Code, businesses subject to the taxes provided in Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code may deduct from their reported proceeds an amount equal to the amount of sales and use taxes and excise taxes collected from a consumer and paid to the State of California. For example, if a business reports \$1,000 in proceeds with \$10 of such proceeds attributable to sales and use taxes and excise taxes collected, then the business may deduct \$10 from the \$1,000. This will result in \$990 in taxable proceeds that will be used to calculate the taxes owed by the business to the City pursuant to Sections 3.40.020(a) and 3.40.020(c) of the Perris Municipal Code.
- b. Nothing herein shall limit the City Council's authority to eliminate this deduction pursuant to its authority under Section 3.40.030(b) of the Perris Municipal Code.

**Section 5.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon passage and adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Perris, California, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_, 2019.

\_\_\_\_\_  
Michael M. Vargas, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Salazar, City Clerk





# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

**REQUESTED ACTION:** Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

**CONTACT:** Dr. Grace Williams, Director of Planning and Economic Development 

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#### BACKGROUND/DISCUSSION:

On December 4, 2018 the City of Perris Planning & Economic Development division posted a Request for Proposals/Qualifications for the design of the Downtown Skills Training and Job Placement Center. The closing period for submittals was January 7, 2019 at 2pm. City staff received ten (10) proposals in response to our notice and three were immediately disqualified as they did not meet the deadline or required delivery method. A panel of independent reviewers was formed to score the remaining seven (7) applications and of the seven the top three (3) firms were invited to submit competitive bids for the project by close of business day on February 1, 2019. Based on staff's review of submittals we have determined that Blue Stone Management provided the most competitive bid that would allow the city to meet its desired 18-month timeframe for the project. The selected firm will complete, at a minimum, the following tasks: Facility planning; Design field surveying; Quality Control – Peer Review; Quantity Survey/Estimating; Conceptual design, including preliminary construction cost estimates; Structural/MEP/Civil Engineering; Preparation of construction documents, including improvement plans, specifications, and cost estimate (PS&E); and Assistance during the bidding process, including review of the bids. The attached contract and exhibits are standard forms provided by the American Institute of Architects. If the City Council approves the contract, the draft will be finalized by the City Attorney's office and the City Manager. If there are any substantive changes the contract will be brought back to Council for further consideration. The cost for contract is set at a not to exceed amount of \$790,000 and is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

#### STAFF RECOMMENDATION:

Staff recommends that the City Council approve the attached contract for design services related to the Perris Downtown Skills Training and Job Placement Center.

---

**BUDGET (or FISCAL) IMPACT:** Cost for contractor is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

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Prepared by: Dr. Grace Williams, Director of Planning and Economic Development

**REVIEWED BY:**

City Attorney   
Assistant City Manager   
Finance Director 

Attachment: Professional Services Contract

Consent: February 26, 2019

# DRAFT AIA® Document B144/ARCH-CM™ - 1993

## Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

This AMENDMENT dated:    
(Insert this Amendment's effective date)

is made to the AGREEMENT dated    
(Insert the date of the Agreement between the Owner and the Architect)

**BETWEEN** the Owner:  
(Name, Legal Status and Address)

City of Perris  
135 N. D Street  
Perris, CA 92570

and the Architect:  
(Name, Legal Status and Address)

Blue Stone Management  
6033 West Century Blvd, Suite 1290  
Los Angeles, CA 90046  
310.410.9892

for the following Project:  
(Include detailed description of Project, location, address and scope.)

Perris Downtown Skills Training and Job Placement Center  
City of Perris, CA

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES

§ 1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

§ 1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

## ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

§ 2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

§ 2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

§ 2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

§ 2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

### ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.12 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

**ARTICLE 4 THE OWNER'S RESPONSIBILITIES**

§ 4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

§ 4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

**ARTICLE 5 BASIS OF COMPENSATION**

§ 5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

**\$150,000 – ONE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS. TOTAL CONTRACT SEVEN HUNDRED AND NINETY THOUSAND DOLLARS (\$790,000.)**

**ARTICLE 6 OTHER CONDITIONS OR SERVICES**

§ 6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

**No Reimbursable Expenses.**

§ 6.2 This Amendment shall further modify the Agreement as follows:

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)*

**N/A**

This Amendment entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

\_\_\_\_\_  
*(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

# DRAFT AIA® Document A201™ - 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

←→ Perris Downtown Skills Training and Job Placement Center

City of Perris, CA

←→

### THE OWNER:

(Name, legal status and address)

←→ City of Perris

135 N. D Street

Perris, CA 92570

←→

### THE ARCHITECT:

(Name, legal status and address)

←→ Blue Stone Management

6033 West Century Blvd, Suite 1290

Los Angeles, CA 90046

310.410.9892

←→

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- 13 MISCELLANEOUS PROVISIONS

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES





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### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.



### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" 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.

#### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

#### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

**§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

**ARTICLE 8 TIME**

**§ 8.1 Definitions**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
  - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - .5 damage to the Owner or a Separate Contractor;
  - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or



.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect



timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section-10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### **§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.





# CITY OF PERRIS

## PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

**REQUESTED ACTION:** Approve a professional contract for design services for the Perris Downtown Skills Training and Job Placement Center

**CONTACT:** Dr. Grace Williams, Director of Planning and Economic Development *GW*

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#### BACKGROUND/DISCUSSION:

On December 4, 2018 the City of Perris Planning & Economic Development division posted a Request for Proposals/Qualifications for the design of the Downtown Skills Training and Job Placement Center. The closing period for submittals was January 7, 2019 at 2pm. City staff received ten (10) proposals in response to our notice and three were immediately disqualified as they did not meet the deadline or required delivery method. A panel of independent reviewers was formed to score the remaining seven (7) applications and of the seven the top three (3) firms were invited to submit competitive bids for the project by close of business day on February 1, 2019. Based on staff's review of submittals we have determined that Blue Stone Management provided the most competitive bid that would allow the city to meet its desired 18-month timeframe for the project. The selected firm will complete, at a minimum, the following tasks: Facility planning; Design field surveying; Quality Control – Peer Review; Quantity Survey/Estimating; Conceptual design, including preliminary construction cost estimates; Structural/MEP/Civil Engineering; Preparation of construction documents, including improvement plans, specifications, and cost estimate (PS&E); and Assistance during the bidding process, including review of the bids. The attached contract and exhibits are standard forms provided by the American Institute of Architects. If the CEDC approves the contract, the draft will be finalized by the City Attorney's office and the Executive Director for the CEDC. If there are any substantive changes the contract will be brought back to Council for further consideration. The cost for contract is set at a not to exceed amount of \$790,000 and is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

#### STAFF RECOMMENDATION:

Staff recommends that the Board for the Perris Community Economic Development Corporation approve the attached contract for design services related to the Perris Downtown Skills Training and Job Placement Center.

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**BUDGET (or FISCAL) IMPACT:** Cost for contractor is covered under the approved CEDC budget for the Skills Center project. Moreover, costs could qualify for reimbursement under the Federal EDA grant award.

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Prepared by: Dr. Grace Williams, Director of Planning and Economic Development

**REVIEWED BY:**

City Attorney ED  
Assistant City Manager Can  
Finance Director Of

Attachment: Professional Services Contract

Consent: February 26, 2019



# DRAFT AIA® Document B144/ARCH-CM™ - 1993

## Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

This AMENDMENT dated: « »  
(Insert this Amendment's effective date)

is made to the AGREEMENT dated « »  
(Insert the date of the Agreement between the Owner and the Architect)

**BETWEEN** the Owner:  
(Name, Legal Status and Address)

City of Perris  
135 N. D Street  
Perris, CA 92570

and the Architect:  
(Name, Legal Status and Address)

Blue Stone Management  
6033 West Century Blvd, Suite 1290  
Los Angeles, CA 90046  
310.410.9892

for the following Project:  
(Include detailed description of Project, location, address and scope.)

Perris Downtown Skills Training and Job Placement Center  
City of Perris, CA

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Agreement referred to above shall be amended to include the construction management services specified in this Amendment as an addition to the Architect's Basic Services under that Agreement.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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## ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES

§ 1.1 The construction management services to be provided by the Architect are as enumerated in Articles 2 and 3 of this Amendment and any other services included in Article 6.

§ 1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement between Owner and Architect referenced above.

## ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

§ 2.1 The Architect, as a part of the Architect's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 The Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 The Architect shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

§ 2.6 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

§ 2.7 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 The Architect shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 The Architect shall solicit bidders' interest in the Project. The Architect shall assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 The Architect shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 The Architect shall conduct pre-award conferences with successful bidders. The Architect shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

§ 2.13 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work including method be used for selecting Contractors and awarding contracts.

§ 2.15 The Architect shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 The Architect shall assist the Owner in obtaining applicable building permits and special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors.

### ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.1 The Architect shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.2 The Architect shall provide the Project construction schedule for each set of Contract Documents.

§ 3.3 The Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.4 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.5 Utilizing the Construction Schedules provided by the Contractors, the Architect shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Architect shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, the Architect shall recommend corrective action to the Owner.

§ 3.6 Consistent with the Bidding Documents, and utilizing information from the Contractors, the Architect shall endeavor to coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.7 The Architect shall monitor the approved estimate of Construction Cost. The Architect shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.8 The Architect shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.9 The Architect shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.10 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.11 The Architect shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.12 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

**ARTICLE 4 THE OWNER'S RESPONSIBILITIES**

§ 4.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of the Architect's responsibilities under this Amendment. The Architect shall notify the Owner if any such independent action will in any way interfere with the Architect's ability to perform under this Amendment.

§ 4.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of the Architect's services.

**ARTICLE 5 BASIS OF COMPENSATION**

§ 5.1 The Owner shall compensate the Architect FOR AMENDMENT SERVICES as described in Articles 2 and 3, and any other services described in Article 6 of this Amendment. Compensation shall be computed as follows:

**\$150,000 – ONE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS. TOTAL CONTRACT SEVEN HUNDRED AND NINETY THOUSAND DOLLARS (\$790,000.)**

**ARTICLE 6 OTHER CONDITIONS OR SERVICES**

§ 6.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

**No Reimbursable Expenses.**

§ 6.2 This Amendment shall further modify the Agreement as follows:

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)*

**N/A**

This Amendment entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

*(Signature)*

« »« »

*(Printed name and title)*

*(Signature)*

« »« »

*(Printed name and title)*

# DRAFT AIA® Document A201™ - 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

← → Perris Downtown Skills Training and Job Placement Center  
City of Perris, CA  
← →

THE OWNER:

(Name, legal status and address)

← → ← → City of Perris  
135 N. D Street  
Perris, CA 92570  
← →

THE ARCHITECT:

(Name, legal status and address)

← → ← → Blue Stone Management  
6033 West Century Blvd, Suite 1290  
Los Angeles, CA 90046  
310.410.9892  
← →

### TABLE OF ARTICLES

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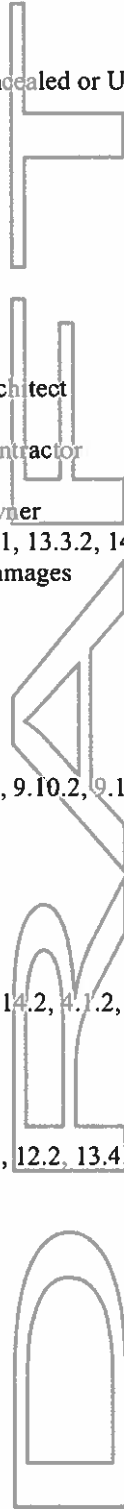
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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.



§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for 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.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in



number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" 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.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
  - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - .5 damage to the Owner or a Separate Contractor;
  - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.



## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work



properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.






# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2018

**SUBJECT:** Update to WRCOG JPA and Bylaws

**REQUESTED ACTION:** 1) **Adopt WRCOG Resolution Number 43-18;** A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending its Bylaws Making a Series of Technical Change; and 2) **Direct WRCOG** to forward the JPA Amendment to WRCOG member agencies for their approval.

**CONTACT:** Clara Miramontes, Assistant City Manager 

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### **BACKGROUND/DISCUSSION:**

The purpose of this item is to present an updated version of the WRCOG Joint Powers Agreement (JPA) and Bylaws. These updates were made based on direction at a previous Administration & Finance Committee meeting to prepare this comprehensive update, and incorporates a variety of changes, mostly minor in nature, based on staff and legal counsel review.

Earlier in 2018, WRCOG was asked by several members of the Executive Committee to research and recommend potential options related to the appointment of alternates for the Board of Supervisors. This topic was discussed at the April 11th and June 13th Administration & Finance Committee meetings. During the course of these discussions, the issue of a larger update to the WRCOG JPA and Bylaws was also discussed. It was determined that it would be appropriate to conduct a comprehensive review of both documents as a significant period of time had lapsed (over five years) since the last comprehensive update of these documents.

The items for consideration today are the result of a comprehensive review of both documents by staff and legal counsel. While numerous changes are recommended, many of these changes reflect minor word changes and/or corrections, or address other minor issues. Red-line versions of both documents are attached to this staff report as a reference.

To facilitate review, the following are noteworthy changes to the JPA and Bylaws which are discussed below.

### **Joint Powers Agreement Changes**

1. Sections 2.12, 3.1 and 4.5 of the Agreement updates the JPA to formally recognize that the Treasurer / Auditor of WRCOG is a WRCOG employee appointed pursuant to Section 6505.6 of the Government Code. The language in the current agreement includes outdated language referencing the County Treasurer.

2. Section 2.12 formally adds the position of a Second Vice-Chair to the JPA. Currently the Second Vice- Chair is only listed in the Bylaws.
3. Section 2.4 of the Agreement rewords the language establishing the membership of the General Assembly and Executive Committee to more clearly set forth the voting membership of each Committee. The changes do not impact the current process used by WRCOG. Pursuant to the direction of the Administration & Finance Committee, the process for appointing Executive Committee alternates for the Board of Supervisors has not been revised.
4. Section 2.15 clarifies the bond requirements for WRCOG Committee members.
5. Section 2.13 clarifies that the attendance of Executive Committee members at a standing meeting is subject to the Brown Act.

### **Bylaws Changes**

1. Article I expressly clarifies the relationship between the JPA and Bylaws.
2. Article II, Section 2.F specifically empowers the Chair to create and appoint ad hoc committees and members in accordance with WRCOG's standard practices.
3. Article III, Section 5, Article IV, Section 1.D, and Article IV, Section 2.D, adds language making the Bylaws consistent with the JPA in respect to which agencies can vote on TUMF matters.

Staff also wants to highlight areas where changes were not made to either documents. At previous meetings of the Administration & Finance Committee, there have been extended discussions regarding member representation of the Executive Committee.

The first issue concerns the topic of alternates for the Riverside County Board of Supervisors. Staff previously presented several options for consideration and discussion. Specific direction was provided at the June 13, 2018, meeting to not implement any changes and to maintain the current process for alternates for the Board of Supervisors.

The second issue relates to appointments by member cities to the Executive Committee. Staff and legal counsel also reviewed the overall language in the Bylaws related to the appointment of members to the Executive Committee, which currently states:

“The Executive Committee will be composed of the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each water district, and the Tribal Chairman of the Morongo Band of Mission Indians. Any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor. Each water district Board, at its discretion, can appoint another Board member in place of the President. The Tribal Council of the Morongo Band of Mission Indians, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman.”

The Administration & Finance Committee centered discussions on whether this section created a potential conflict by noting that the Mayor from any member City was the member of the Executive Committee and then noting that the City Council could appoint a representative in place of the Mayor. Staff and legal counsel reviewed this section and determined that the language seems to clearly note that each City shall have the discretion to establish a process to appoint its own representatives to the Executive Committee. Therefore, no changes were made to the Bylaws related to this item.

## **Implementation**

Approval of the Bylaws requires action by the Executive Committee. Once approved, the Bylaws changes take effect immediately. The updated Bylaws will also be brought forward for approval by the WRCOG General Assembly in 2019; however, this approval is a formality as the changes become effective once the Executive Committee acts on them.

The process to approve the updated JPA is more involved. As with the Bylaws, formal action of the Executive Committee is first required. The updated JPA must then be approved by 2/3 of WRCOG member agencies to take effect. Once 2/3 of WRCOG member agencies have approved these changes, the changes become effective. If directed to do so by the Executive Committee, staff will work with each member agency to secure their approval of the updated JPA.

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**BUDGET (or FISCAL) IMPACT:** This item is for technical updates to WRCOG JPA and Bylaws only; therefore, there is no fiscal impact.

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Prepared by: Clara Miramontes, Assistant City Manager

### **REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager  \_\_\_\_\_

Finance Director  \_\_\_\_\_

### **Attachments:**

1. Redlined Joint Powers Agreement of the Western Riverside Council of Governments.
2. Bylaws for the Western Riverside Council of Governments.
3. WRCOG Resolution Number 43-18; A Resolution of the Executive Committee of the Western Riverside Council of Governments Amending the WRCOG Bylaws.

Consent: February 26, 2019

Public Hearing:

Business Item:

Presentation:

Other:

JOINT POWERS AGREEMENT OF  
THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:



I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG" or "the Council"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to:

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

## II.

### ORGANIZATION OF COUNCIL

## 2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement ~~thereto~~hereto and agrees to ~~such~~ become a member upon such terms and conditions as established by the General ~~council~~Assembly or Executive Committee, and which has not, pursuant to provisions hereof, withdrawn ~~therefrom~~herefrom (the "Member Agencies"). Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

## 2.2 Names.

The names, particular capacities and addresses of the parties ~~at any time~~ shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time by the Executive Director. If the Executive Director amends or supplements Exhibit "A", a copy of the revised Exhibit "A" shall be provided to the members.

## 2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this Agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of ~~the appropriate~~ representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, the Eastern Municipal Water District, and the Morongo Band of Mission Indians ("Morongo"), ~~the number of which shall be determined as hereinafter set forth. The~~ (collectively, the "General Assembly shall meet at least once annually, preferably scheduled in the evening. Each ~~Member Agencies")~~. Each General Assembly Member Agency ~~of the General Assembly~~ shall have one vote for each mayor, council member, county supervisor, water district board member, and tribal council member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that ~~members representing~~ voting representatives of a majority of the General Assembly Member Agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement. The General Assembly shall meet at least once annually, preferably scheduled in the evening.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members

of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; ~~(the remaining member of the Board of Supervisors shall serve as an alternate, except any~~ "Executive Committee Members"). Each City Council, at its discretion, can appoint ~~ait~~ Mayor Pro Tem or other City Council member in place of the Mayor. Each water district board, at its discretion, can appoint another Board member in place of the President, ~~and.~~ The Tribal Council of Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the ~~member agencies~~ Executive Committee Members. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each ~~participating member on the~~ Executive Committee Member shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. ~~The remaining member of the Board of Supervisors shall serve as an alternate for the Board of Supervisors.~~ The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

## 2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the ~~Council~~ General Assembly and of the Executive Committee.
- d. To attend meetings of the General Assembly and Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by

resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each Member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member ~~and to each of the members hereto.~~

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required hereunder shall be evidenced by a certified copy of the action of the governing

body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson, a vice chairperson and a second vice chairperson. The Executive Director shall be the secretary. ~~The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons and the Auditor shall be appointed by the Executive Director and must be officers or employees of WRCOG. The Executive Director may appoint a single officer or employee of WRCOG to serve in both the Treasurer and Auditor positions. Such person(s) shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.~~

The chairperson ~~and~~, vice chairperson, and second vice chairperson shall hold office for a period of one year commencing ~~July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year~~ at the close of the General Assembly meeting of their election, and ending one year thereafter, or until his or her successor is elected. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of



the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, ~~appoint~~establish committees to accomplish the purposes set forth herein. All standing committee meetings of WRCOG, including those of the Executive Committee, shall be open to all Executive Committee Members ~~in accordance with the Brown Act~~

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and ~~assistants~~employees as may be appropriate. ~~Such officers and employees may also be, but are not required to be, officers and employees of the individual members.~~

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the ~~members of the Executive Committee, the Treasurer, the Executive Director, and any other officers or persons~~ to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed [by state law](#) upon the County of Riverside.

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee ("TUMF") for cities in Western Riverside County. The fee was established prior to the Water District's and Morongo's involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern Municipal Water District, and Morongo General Assembly and Executive

Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

### FUNDS AND PROPERTY

#### 3.1 Treasurer.

~~The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG.~~ The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 ~~et seq., and following,~~ such other duties as may be prescribed by the Executive Committee.

#### 3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

#### 3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

#### 3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of

contributions from these water districts and Morongo shall be through the WRCOG budget process.

#### IV

### BUDGETS AND DISBURSEMENTS

#### 4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

#### 4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

#### 4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

#### 4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The ~~records and accounts of WRCOG shall be audited annually by Auditor shall make or contract with~~ an independent certified public accountant ~~or public accountant to make an annual audit of WRCOG's accounts and records,~~ and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee. The Auditor shall perform those functions required of him or her by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

## VI

### ADMISSION AND WITHDRAWAL OF PARTIES

#### 6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this Agreement and the execution of a written addendum ~~thereto~~hereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the General Assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council by the execution of a separate MOU setting forth the terms of such participation. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the ~~parties'~~party's notice of withdrawal;



c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

## VII

### TERMINATION AND DISPOSITION OF ASSETS

#### 7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

#### 7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each

remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

## VIII

### PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS:

#### ASSOCIATE MEMBERSHIP

##### 8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

##### 8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy ("PACE") programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an "Associate Member" status that provides membership in WRCOG to local jurisdictions that are outside WRCOG's jurisdictional boundaries but within whose

boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the "PACE Agreement") on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

## IX

### MISCELLANEOUS

#### 9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

#### 9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

## **EXHIBIT "A"**

### **Original Members Agencies**

1. City of Banning
2. City of Beaumont (rejoined June 22, 2017)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

### **Additional City Members**

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**For Reference Only**

**THE WESTERN RIVERSIDE  
COUNCIL OF GOVERNMENTS**

**Participating Agencies**

1. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
2. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
3. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
4. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015)



ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST:

City Clerk  
City of Banning

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF BANNING**

By: \_\_\_\_\_

Mayor

ATTEST:

City Clerk  
City of Beaumont

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF BEAUMONT**

By: \_\_\_\_\_

Mayor

ATTEST:

City Clerk  
City of Calimesa

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF CALIMESA**

By: \_\_\_\_\_

Mayor

ATTEST:

City Clerk  
City of Canyon Lake

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF CANYON LAKE**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Corona

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF CORONA**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Eastvale

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF EASTVALE**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Hemet

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF HEMET**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Jurupa Valley

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF JURUPA VALLEY**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Lake Elsinore

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF LAKE ELSINORE**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Menifee

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF MENIFEE**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Moreno Valley

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Murrieta

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF MURRIETA**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Norco

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF NORCO**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Perris

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF PERRIS**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Riverside

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of San Jacinto

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF SAN JACINTO**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Temecula

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF TEMECULA**

By: \_\_\_\_\_  
Mayor

ATTEST:

City Clerk  
City of Wildomar

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF WILDOMAR**

By: \_\_\_\_\_  
Mayor

ATTEST:

Council Recording Secretary  
Morongo Band of Mission Indians

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**MORONGO BAND OF MISSION INDIANS**

By: \_\_\_\_\_  
Tribal Chairman



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Check Register for January 2019

**REQUESTED ACTION:** Approve the City's Monthly Check Register for January 2019

**CONTACT:** Jennifer Erwin, Director of Finance

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**BACKGROUND/DISCUSSION:**

The check register for the month of January 2019 is presented for City Council approval.

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**BUDGET (or FISCAL) IMPACT:** None.

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Prepared by: Jennifer Erwin, Director of Finance *JE*

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director *JE* \_\_\_\_\_

Attachments:

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:

CITY OF PERRIS  
CHECK REGISTER  
January 31, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
134319	01/03/2019	ALESHIRE & WYNDER, LLP	LEGAL SERVICES:MARIJUANA REG PRGM AUGUST 2018	\$ 23,601.98
134320	01/03/2019	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	651.79
134321	01/03/2019	BILL & DAVE'S LDSC MAINTENANCE	1431 CARON CT	1,170.00
134322	01/03/2019	CAMERON WELDING SUPPLY	WELDING SUPPLIES	57.20
134323	01/03/2019	HECTOR LEDESMA	MILEAGE REIMBURSEMENT	235.44
134324	01/03/2019	MAMICO INC.	ETHANAC RD WIDENING PROJECT 11/30/18	282,827.35
134325	01/03/2019	GG PUB INC.	CDBG PUBLIC HEARING NOTICE	319.39
134326	01/03/2019	TASO TECH, INC	PUBLIC HEALTH DESKTOP COMPUTER	976.85
134327	01/03/2019	TRI-LAKE CONSULTANTS, INC.	GENERAL ENGINEERING/GOETZ RD/PLACENTIA WIDENING/MOTTE TOWN CENTER/ETC	120,602.25
134328	01/04/2019	ACE INDUSTRIAL SUPPLY, INC	MATERIALS & SUPPLIES FOR STREETS	1,153.43
134329	01/04/2019	ACTION SURVEYS	PLACENTIA AVE TOPOGRAPHIC SURVEY	15,040.00
134330	01/04/2019	ACTIVE IMPRESSIONS	CALENDAR OF EVENTS PRINT	288.19
134331	01/04/2019	ALBERT A. WEBB ASSOCIATES	PERRIS VALLEY STORM DRAIN TRAIL, 10/27/18	25,697.45
134332	01/04/2019	AMAZON WEB SERVICES, INC.	WEB SERVICES, SEPT - DEC 2018	240.82
134333	01/04/2019	ANDERSON ELECTRIC	COMMUNITY GARDEN; INSTALL PANEL/CITY HALL REPAIRS/"D" STREET	7,281.00
134334	01/04/2019	APLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	4,572.00
134335	01/04/2019	AUTO ZONE COMMERCIAL	REPLACEMENT CALIPERS, ROTORS, WIPER BLADES, ETC	919.00
134336	01/04/2019	BASTION SECURITY INC.	1093 HARLEY KNOX: TOWER SOLAR CAMERAS	1,900.00
134337	01/04/2019	TONYA BURKE	VISION REIMBURSEMENT FY 18-19	173.60
134338	01/04/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
134339	01/04/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
134340	01/04/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
134341	01/04/2019	CAMPOS MATERIALS	60 YARDS ROAD BASE, MERCADO PARK GRASS SEED	1,962.94
134342	01/04/2019	ISABEL CARLOS	BRIEFING MEETING REIMBURSEMENT	378.77
134343	01/04/2019	CORPORATE PAYMENT SYSTEMS	PAYPAL FEE FOR ACCELLA SOFTWARE (PLANNING)	30.00
134344	01/04/2019	CORPORATE PAYMENT SYSTEMS	CM: BUSINESS MEALS/FUEL	481.80
134345	01/04/2019	CR&R	SOLID WASTE FEES, NOVEMBER 2018	91,608.05
134346	01/04/2019	CREATIVE PRINTING	"GROW PERRIS" PROGRAMS BOOKLET	21.55
134347	01/04/2019	DAN'S FEED AND SEED INC.	RUBBER BOOTS, PRIMER CLEANER	43.07
134348	01/04/2019	DAVID TAUSSIG AND ASSOCIATES, INC	PARK & TRAIL CFD 11/06-11/26/18	4,398.59
134349	01/04/2019	DEGUIRE WEED ABATEMENT	BOARD UP FOR 262 WILLOWBROOK	849.16
134350	01/04/2019	DIVERSIFIED DISTRIBUTION	ENGINE OIL/BATTERY/WIPER BLADES	784.80
134351	01/04/2019	EASTERN MUNICIPAL WATER DISTRICT	11/13-12/10/2018	160,913.52
134352	01/04/2019	EASTERN MUNICIPAL WATER DISTRICT	11/13-12/10/2018	12,420.11
134353	01/04/2019	EASTERN MUNICIPAL WATER DISTRICT	11/13-12/10/2018	2,545.31
134354	01/04/2019	EMPLOYMENT SCREENING SERVICES	FELLOWSHIP SCREENING	140.50
134355	01/04/2019	FRONTIER	WATER DEPT/ANIMAL CONTROL 12/12-1/15/2019	1,292.65
134356	01/04/2019	GLOBAL POWER GROUP, INC.	GENERATOR SERVICE MAINTENANCE- FIRE STATION	451.81
134357	01/04/2019	GORM, INC.	TOILET TISSUE, GRAY ROLL LINER	769.05
134358	01/04/2019	GREER'S CONTRACTING & CONCRETE, INC	MOTLACH FITNESS CENTER: RETENTION PAYMENT	4,488.00
134359	01/04/2019	HINDERLITER DeLLAMAS & ASSOCIATES	SALES TAX AUDIT, 4TH QTR	24,191.63
134360	01/04/2019	HONEYWELL GLOBAL FINANCE	NOVEMBER 2018 KWH PRODUCTION	10,142.04
134361	01/04/2019	IE GENERAL ENGINEERING, INC.	ASPHALT REPAIR P8-1308	380,324.52

CITY OF PERRIS  
CHECK REGISTER  
January 31, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
134362	01/04/2019	INLAND DESERT SECURITY & COMM	ANSWERING SERVICES; ANIMAL CONTROL/PUBLIC WORKS 1/01-1/31/19	772.50
134363	01/04/2019	KIMBALL MIDWEST	INSET BIT SET	95.88
134364	01/04/2019	KOFF & ASSOCIATES, INC	JOB CLASSIFICATION STUDY	168.75
134365	01/04/2019	LAKE CHEVROLET	OUTSIDE DOOR HANDLE	46.55
134366	01/04/2019	LAWN TECH	PARTS FOR PARKS EQUIPMENT & REPAIRS: AREATOR/TRIMMER MOWER	412.13
134367	01/04/2019	VOID	VOID	-
134368	01/04/2019	THE LIGHTHOUSE	CODE COMPLIANCE TRAILER: REPLACEMENT LIGHTS	87.23
134369	01/04/2019	DARREN MADKIN	VISION REIMBURSEMENT FY 18-19	194.44
134370	01/04/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	1,704.57
134371	01/04/2019	MIRROR FINISH DETAIL AND SUPPLY	PRESSURE WASH STAGE & TRUCK	1,050.00
134372	01/04/2019	MR. G'S PLUMBING	MERCADO PARK: MEN'S RESTROOM REPAIRS	125.00
134373	01/04/2019	NATIONAL BUSINESS FURNITURE, LLC	PUBLIC HEALTH DEPT DESK	592.57
134374	01/04/2019	NPG CORPORATION	REDLANDS & CITRUS: PAVEMENT	4,105.20
134375	01/04/2019	PGI, INC.	CITY NEWSLETTER: WINTER - SPRING 2019	18,040.16
134376	01/04/2019	PITNEY BOWES INC	PHONE SUPPORT 12/08/18	215.50
134377	01/04/2019	PUBLIC ENTITY RISK MANAGEMENT	3RD QTR WORKER'S COMP JAN - MAR 31, 2019	72,238.50
134378	01/04/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	20.05
134379	01/04/2019	RIGHTWAY	PORTABLE TOILET SERVICES	140.21
134380	01/04/2019	RINCON CONSULTANTS, INC	NUEVO CROSSING 9/01-10/28/2018	4,283.75
134381	01/04/2019	SAM'S CLUB DIRECT	BREAKFAST WITH SANTA EVENT	137.59
134382	01/04/2019	SPARKLETT'S	BOTTLED WATER SERVICES	502.84
134383	01/04/2019	STAFFMARK	TEMP STAFF SERVICES	1,625.82
134384	01/04/2019	SUNSTATE EQUIPMENT CO	EQUIPMENT RENTAL FOR MORGAN PARK	1,543.78
134385	01/04/2019	THE THOMSEN COMPANY, INC.	ETHANAC RD WIDENING PROJECT	907.00
134386	01/04/2019	SPECTRUM BUSINESS	INTERNET/CABLE SEVERAL DEPTS 12/30-1/29/2019	3,608.36
134387	01/04/2019	TRANSPORT GRAPHICS	CODE COMPLIANCE DECALS	293.66
134388	01/04/2019	TRANSPORT GRAPHICS	CITY LOGO DECALS FOR PARK MONUMENT	627.26
134389	01/04/2019	TYLER BUSINESS FORMS	1099 TAX FORMS/ENVELOPES	186.67
134390	01/04/2019	U. S. POSTAL SERVICE	REPLENISH POSTAGE- UTILITY WATER BILLS	4,000.00
134391	01/04/2019	VERIZON WIRELESS	CITY PHONES 11/14-12/13/2018	10,719.99
134392	01/04/2019	VILLEGAS, ERICA	WATER DEPOSIT REFUND	33.31
134393	01/04/2019	VISTA PAINT CORPORATION	PAINT/SUPPLIES FOR GAZEBO'S	542.65
134394	01/04/2019	WALTERS WHOLESAL ELECTRIC CO	PUBLIC WORKS YARD	36.34
134395	01/04/2019	WINZER CORPORATION	GRINDING DISCS, INDUSTRIAL SPRAY PAINT	571.93
134396	01/07/2019	MAJID & TAYYABA AHMED	SETTLEMENT AGREEMENT-LAND PURCHASE APN 320-430-005	75,909.00
134397	01/09/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	305.00
134398	01/09/2019	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	1,578.22
134399	01/09/2019	AUTOMATED GATE SERVICES, INC	MULTI-CODE TRANSMITTER	306.93
134400	01/09/2019	BILL & DAVE'S LDSC MAINTENANCE	REPAIR: "A" STREET & MOUNTAIN & TREE REMOVAL	4,775.00
134401	01/09/2019	HOME DEPOT CREDIT SERVICES	CODE ENFORCEMENT TRAILER/BOLLARD REPLACEMENT AT PARKS	1,398.34
134402	01/09/2019	HECTOR LEDESMA	"HERBICIDE" LICENSE FEE	120.00
134403	01/09/2019	LIFE LIFTERS INTERNATIONAL	EMPLOYMENT EDUCATION: CDBG PROGRAM 12/09-1/02/19	1,540.40
134404	01/09/2019	MAMCO INC.	PERRIS LATERALS : BUILDING & SAFETY DEPARTMENT	22,852.00



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134405	01/09/2019	PACIFIC CODE COMPLIANCE	PROFESSIONAL SERVICES: PARKS RESTROOMS, NOV 2018	4,655.59
134406	01/09/2019	GG PUB INC.	CDBG PUBLIC HEARING NOTICE	397.59
134407	01/09/2019	SIGMA BETA XI INC	CALVIP GRANT SERVICES, OCT 2018	3,395.14
134408	01/09/2019	LAURA SOSA	FITNESS INSTRUCTOR 12/10-12/29 LIVEWELL/BOOTCAMP	994.40
134409	01/09/2019	TRI-LAKE CONSULTANTS, INC.	OFFSITE INSPECTION/GENERAL ENGINEERING/ETHANAC RD/SLURRY SEAL/GRIND & OVERLAY	58,195.25
134410	01/09/2019	WATER EDUCATION SERVICES, INC	SPECIAL PROJECT COORDINATION 12/01-12/14/18	4,512.50
134411	01/09/2019	WILLDAN FINANCIAL SERVICES	LANDSCAPING & LIGHTING MAINTENANCE	32,500.00
134412	01/10/2019	ACE ELECTRIC, INC.	LINEAR PARK 11/30/18	30,626.73
134413	01/10/2019	AIR & HOSE SOURCE, INC.	PARTS FOR FIELD EQUIPMENT MAINTENANCE	134.23
134414	01/10/2019	ALBERT A. WEBB ASSOCIATES	PERRIS VALLEY STORM DRAIN TRAIL, 11/24/18	16,914.85
134415	01/10/2019	SUSAN ALMANZA	VISION REIMBURSEMENT FY 18-19	447.20
134416	01/10/2019	ANDERSON ELECTRIC	MAINT/REPAIRS: SEVERAL CITY BUILDINGS & PARKS	14,536.00
134417	01/10/2019	APPELONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	3,168.00
134418	01/10/2019	AUTO AIDE TOWING	CODE ENFORCEMENT DEPT.	16,295.00
134419	01/10/2019	AUTO ZONE COMMERCIAL	BRAKE PADS, ROTORS, ETC	394.50
134420	01/10/2019	BECERRA'S BODY & PAINT	REPAIRS TO CITY VEHICLES: ANIMAL CONTROL/CODE ENFORCEMENT	1,383.85
134421	01/10/2019	TAMMY BIANCO	VISION REIMBURSEMENT FY 18-19	133.02
134422	01/10/2019	CALIFORNIA VETERINARY SPECIALISTS	EMERGENCY EXAMS	120.00
134423	01/10/2019	CAMPOS MATERIALS	WOODS CHIPS AT CITY HALL/COMPOST AT ROTARY PARK	374.11
134424	01/10/2019	CINTAS	FIRST AID KIT SUPPLIES	153.55
134425	01/10/2019	CIRCLE OF SAFE-T INC	SART EXAM	2,400.00
134426	01/10/2019	COLD STAR	SNOW DAY: BALANCE FOR JAN 9, 2019	5,260.68
134427	01/10/2019	COLD STAR	SNOW DAY: JAN 9, 2019	5,260.68
134428	01/10/2019	CORPORATE CASUALS	POLO SHIRTS FOR IT DEPARTMENT	259.61
134429	01/10/2019	CORPORATE PAYMENT SYSTEMS	TEEN CENTER/CPRS MEMBERSHIP/RETIREMENT LUNCHEON	3,338.38
134430	01/10/2019	CR&R	TRASH FEES COLLECTED BY EMWD, OCT 2018	462,841.96
134431	01/10/2019	CR&R	TRASH FEES COLLECTED BY EMWD, NOV 2018	332,845.37
134432	01/10/2019	CREATIVE PRINTING	EMPLOYEE QTRLY NEWSLETTER/BUSINESS CARDS	296.32
134433	01/10/2019	CWEA MEMBERSHIP	CERTIFICATION RENEWAL-PUBLIC WORKS	92.00
134434	01/10/2019	DAN'S FEED AND SEED INC.	CAR KEYS/TRADESMAN GLOVES/PARTS FACILITY MAINTENANCE	78.00
134435	01/10/2019	DAVE BANG ASSOCIATES, INC	PICNIC TABLES FOR VARIOUS PARKS	11,158.80
134436	01/10/2019	ELITE ROAD SERVICES & TIRE, INC.	TIRE REPAIR	239.44
134437	01/10/2019	FEDERAL EXPRESS CORP	11/28-12/20/18	120.94
134438	01/10/2019	FIRST SECURITY FINANCE, INC.	LOAN PAYMENT 1/01-2/01/19	2,563.82
134439	01/10/2019	FRONTIER	TELEPHONE 12/19-1/18/19	77.76
134440	01/10/2019	GALLS LLC	PATCHES FOR POLICE DEPT	413.76
134441	01/10/2019	GORM, INC.	TOILET TISSUE, GRAY ROLL LINER	433.69
134442	01/10/2019	GRAINGER	CITY HALL/BOB GLASS GYM	1,257.58
134443	01/10/2019	RYAN GRIFFITHS	VISION REIMBURSEMENT FY 18-19	435.00
134444	01/10/2019	EVERETT HAMBLY IV	MILEAGE REIMBURSEMENT	258.88
134445	01/10/2019	HAULAWAY STORAGE CONTAINERS, INC	METZ PARK: 20FT RENTAL 11/14-12/11/18	82.60
134446	01/10/2019	ANNETTE J. HERRERA	(3) 11x14 PRINT	135.00
134447	01/10/2019	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL SERVICES NOV-DEC 2018	2,400.00

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134448	01/10/2019	IMPERIAL SPRINKLER SUPPLY	SUPPLIES FOR CITY HALL REPAIRS	181.49
134449	01/10/2019	INLAND LIGHTING SUPPLIES	CESAR E. CHAVEZ LIBRARY	350.19
134450	01/10/2019	IRON MOUNTAIN	DEV SERVICES STORAGE 1/01-1/31/19	227.42
134451	01/10/2019	JOHNSON CONTROLS FIRE PROTECTION	400 S. "D" STREET: ANNUAL FIRE ALARM	560.18
134452	01/10/2019	LANGUAGE NETWORK, INC.	SPANISH INTERPRETATION 12/11/18	270.00
134453	01/10/2019	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES 10/31/2018	10,356.00
134454	01/10/2019	LOR GEOTECHNICAL GROUP INC	ASPHALT REPAIRS: VARIOUS STREETS	3,480.50
134455	01/10/2019	MICHAEL LUCAS	WORK BOOTS FY 18-19	206.61
134456	01/10/2019	LYONS SECURITY SERVICE INC.	SECURITY OFFICER FOR CITY HALL	3,364.97
134457	01/10/2019	MAC TOOLS DISTRIBUTOR	IMPACT WRENCH/THREAD FILES/HAMMERLESS PUNCH	706.81
134458	01/10/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	171.37
134459	01/10/2019	MOTOPOST	CUSTOM ARMOR FOR DEPUTIES	2,633.92
134460	01/10/2019	NAPA AUTO PARTS	WIPER BLADES/HITCH MOUNT PLATE/PINTLE/TRANSMISSION FILTER	778.79
134461	01/10/2019	NAWB	NAWB CONFERENCE REGISTRATION	1,275.00
134462	01/10/2019	P&P UNIFORMS RIV	CODE ENFORCEMENT OFFICER- UNIFORMS	215.46
134463	01/10/2019	PERRIS CAR WASH	CITY VEHICLES	33.98
134464	01/10/2019	PITNEY BOWES GLOBAL FINANCIAL	INSERTING SYSTEM 10/20-1/19/19	2,147.75
134465	01/10/2019	RAMPART SECURITY SOLUTIONS INC.	SURVEILLANCE CAMERAS	27,050.75
134466	01/10/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	1,435.92
134467	01/10/2019	RIGHTWAY	PORTABLE TOILET SERVICES	175.59
134468	01/10/2019	RK ENGINEERING GROUP INC	TRAFFIC SIGNAL: ETHANAC RD/MURRIETA RD/WILSON AVE	1,586.00
134469	01/10/2019	ROSA'S BRIDE & TUX SHOP	SUPPLIES FOR "JINGLE MINGLE"	198.26
134470	01/10/2019	JUDY ROSEEN-HAUGHNEY	MILEAGE REIMBURSEMENT	33.30
134471	01/10/2019	ROYAL FLUSH PUMPING	SEPTIC LIFT STATION SERVICED	250.00
134472	01/10/2019	SAM'S CLUB DIRECT	OFFICE SUPPLIES/CHRISTMAS BRUNCH	344.78
134473	01/10/2019	SAN BERNADINO COUNTY SHERIFF	POLYGRAPH SERVICES 11/19/18	300.31
134474	01/10/2019	SCE	11/15-12/17/2018	35,325.93
134475	01/10/2019	SCORE SPORTS	YOUTH BASKETBALL LEAGUE JERSEYS	6,111.58
134476	01/10/2019	SPARKLETT'S	BOTTLED WATER SERVICES	497.46
134477	01/10/2019	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	350.00
134478	01/10/2019	STATER BROS MARKETS	KITCHEN SUPPLIES/JR CHEF'S SUMMER CAMP	217.71
134479	01/10/2019	STEVE LEMON AIR CONDITIONING	DEVELOPMENT SERVICES: FAN INSTALLED	450.00
134480	01/10/2019	SUPERION, LLC	PENTAMATION SOFTWARE MAINTENANCE 1/01-1/31/19	3,557.40
134481	01/10/2019	TechStyle Inc. & Subsidiaries	SALES TAX REBATE 1ST QTR, 2ND QTR	106,325.08
134482	01/10/2019	RICHARD TOTH	WORK BOOTS FY 18-19	250.00
134483	01/10/2019	TRANSPORT GRAPHICS	DECALS FOR CODE COMPLIANCE OFFICER	76.56
134484	01/10/2019	COUNTY OF RIVERSIDE	ETHANAC RD TRAFFIC SIGNAL	311.26
134485	01/10/2019	U.S. BANK	FISCAL AGENT FEES	40,427.47
134486	01/10/2019	VISION GLASS AND TINT	TUBE URETHANE	20.00
134487	01/10/2019	VISUAL EDGE, INC.	COPIER FEES 11/12-12/11/18	14.49
134488	01/10/2019	WALTERS WHOLESALE ELECTRIC CO	BOB GLASS GYM/CITY YARD SHOP LIGHTS/METZ PARK/"D" STREET BOLLARD LIGHTS	1,967.32
134489	01/10/2019	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP FEES COLLECTED, DECEMBER 2018	104,402.52
134490	01/10/2019	WESTERN RIVERSIDE COUNCIL OF GOVT	TUMF FEES COLLECTED, DECEMBER 2018	146,897.00

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134491	01/10/2019	MICHAEL ZABALA	TECHNICAL TRAINING OCT-NOV 2018	783.00
134492	01/11/2019	PACIFIC CODE COMPLIANCE	PLANNING SERVICES/EMERGENCY SERVICES AUG-SEP & DEC 2018	41,545.00
134493	01/11/2019	GG PUB INC.	SHORT TERM RENTAL	456.87
134494	01/16/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	205.00
134495	01/16/2019	AVANT GARDE, INC	CAL TRANS PLANNING GRANT WRITING, OCT-NOV 2018	7,500.00
134496	01/16/2019	BILL & DAVE'S LDSC MAINTENANCE	TREE REMOVAL WITH STUMP GRIND	18,073.16
134497	01/16/2019	DENNI'S GRUBB & ASSOCIATES	DEVELOPMENT REVIEW	4,600.00
134498	01/16/2019	HOME DEPOT CREDIT SERVICES	SUPPLIES FOR STREETS MAINT/SEAT COVER DISPENSER/HEX BOLTS	1,343.00
134499	01/16/2019	LA GARE CAFE	SENIOR CENTER HOLIDAY/PEP PAYROLL REIMBURSEMENT	3,086.37
134500	01/16/2019	GG PUB INC.	PLANNING COMMISSIONER VACANCY	1,188.08
134501	01/16/2019	PREBOT CONSTRUCTION	RAMONA EXPWY BTWN REDLANDS & EVANS	3,500.00
134502	01/16/2019	RK ENGINEERING GROUP INC	TRAFFIC IMPACT STUDY AT VARIOUS LOCATIONS	10,480.00
134503	01/16/2019	THE SOCO GROUP	FUEL CARDS	2,416.05
134504	01/16/2019	TRI-LAKE CONSULTANTS, INC.	PROFESSIONAL SERVICES: BUILDING/FIRE INSPECTIONS OCT-NOV 2018	177,895.52
134505	01/16/2019	WATER EDUCATION SERVICES, INC	BACKFLOW PROGRAM/SPECIAL PROJECTS COORDINATION DEC 2018	8,400.00
134506	01/16/2019	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES: CFD ADMIN JAN-MAR	21,348.42
134507	01/17/2019	ADAME LANDSCAPE, INC.	REPLANTING BENEFIT ZONE 36	3,180.00
134508	01/17/2019	AEP	MEMBERSHIP- PLANNING 1/31-1/31/2020	150.00
134509	01/17/2019	ALERE TOXICOLOGY SERVICES, INC	PUB WORKS: DRUG TEST	50.25
134510	01/17/2019	AMERICAN DYNAMIC SERVICES, INC	JULY-DEC 2018 (FIRE STATION)	405.00
134511	01/17/2019	ANDERSON ELECTRIC	REPAIRS/MAINT: VARIOUS LOCATIONS	2,739.00
134512	01/17/2019	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES 11/01-12/31/18	22,674.16
134513	01/17/2019	APLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	4,572.00
134514	01/17/2019	BARNETT, KIRK	REIMBURSE SUPPLIES FOR FIRE STATION	89.94
134515	01/17/2019	BECCERRA'S BODY & PAINT	CODE ENFORCEMENT TRAILER REPAIRS	2,569.01
134516	01/17/2019	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	4,076.00
134517	01/17/2019	BMW MOTORCYCLES OF RIVERSIDE	2015 BMW FULL SERVICE	1,710.48
134518	01/17/2019	BPS TACTICAL, INC.	TACTICAL VEST COVER	406.22
134519	01/17/2019	CAI SENSE	MODEM REPAIR	862.00
134520	01/17/2019	CATHY OWENS	KAJUKENBO INSTRUCTOR 11/21-12/15/18	604.45
134521	01/17/2019	CENTURION LOCK & KEY	CODE ENFORCEMENT: 350 E 4TH STREET	342.42
134522	01/17/2019	CHARTER INDUSTRIAL SUPPLY, INC.	HEAVY DUTY CRIMP TOOL/EAR PLUGS/SAFETY GLASSES	531.02
134523	01/17/2019	CINTAS	FACILITIES SUPPLIES & FIRST AID KIT - SEVERAL DEPARTMENTS	1,332.15
134524	01/17/2019	CITI CARDS	COSTCO CREDIT CARD FEE	5.69
134525	01/17/2019	MICHELLE CLAY	MILEAGE REIMBURSEMENT	61.59
134526	01/17/2019	COLONIAL LIFE & ACCIDENT INSURANCE	INSURANCE, DECEMBER 2018	93.56
134527	01/17/2019	COMCATE	CITIZEN MOBILE & EFM 1/01-12/31/19	7,091.26
134528	01/17/2019	RODNEY CONNOR II	GAME OFFICIAL 1/05-1/12/19	230.00
134529	01/17/2019	CR&R	SOLID WASTE FEES, DECEMBER 2018	70,265.93
134530	01/17/2019	CREATIVE PRINTING	WATER DEPT: DOOR TAGS/ENVELOPES	2,021.29
134531	01/17/2019	D & D SERVICES, INC.	ANIMAL DISPOSAL, DECEMBER 2018	324.00
134532	01/17/2019	DAN'S FEED AND SEED INC.	MATERIALS FOR SIGN BOLTS	11.98
134533	01/17/2019	DATA TICKET, INC.	DAILY CITATION PROCESSING NOV 2018	86.85

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134534	01/17/2019	COUNTY OF RIVERSIDE	PATRIOT PARK SNACK PERMIT	534.00
134535	01/17/2019	DISPENSING TECHNOLOGY CORP	COLD PATCH	2,311.84
134536	01/17/2019	DIVERSIFIED DISTRIBUTION	REPLACEMENT BATTERIES	244.90
134537	01/17/2019	DIVISION OF THE STATE ARCHITECT	SB 1186 FEE FY 17-18 JAN-JUN 18 & FY18-19 JUL-DEC 2018	1,207.90
134538	01/17/2019	DUTALE, INC. DBA MCS	FAX LINE- CITY HALL	300.00
134539	01/17/2019	EARTHCHEM INDUSTRIAL SUPPLY, LLC	SUPPLIES FOR AUTO MAINTENANCE	2,261.96
134540	01/17/2019	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER TRACK- NOV 2018	1,400.00
134541	01/17/2019	EASTERN MUNICIPAL WATER DISTRICT	11/13-12/25/2018	2,695.73
134542	01/17/2019	EASTERN MUNICIPAL WATER DISTRICT	11/07-12/09/2018	191.87
134543	01/17/2019	EASTERN MUNICIPAL WATER DISTRICT	BZ74 ORANGE AVE 11/07-12/09/2018	222.08
134544	01/17/2019	EASTERN MUNICIPAL WATER DISTRICT	NUEVO RD/THIRD A 11/28-12/26/18	97,589.18
134545	01/17/2019	EMPLOYMENT SCREENING SERVICES	SERVICES, 12/26/18	2.00
134546	01/17/2019	ESGL CORPORATION	PLAN REVIEW SERVICES	1,890.00
134547	01/17/2019	EXPERIAN	CREDIT SERVICES 12/03-12/26/18	60.32
134548	01/17/2019	FAMILY SERVICE ASSOC	"MORE THAN A MEAL" 7/01-9/30/18	2,992.55
134549	01/17/2019	FEDERAL EXPRESS CORP	10/31-12/21/18	201.83
134550	01/17/2019	FRED PRYOR SEMINARS	FIRST TIME MANAGER COURSE- RECREATION DEPT	99.00
134551	01/17/2019	GALLARDOS TRANSMISSION	TOWED TRUCK	450.00
134552	01/17/2019	GAREY HIGH SCHOOL	AWARD FOR CHRISTMAS PARADE	1,000.00
134553	01/17/2019	GAVILAN SPRINGS NURSERY	ROSES - CITY HALL	624.95
134554	01/17/2019	GRANICUS, INC.	MEETING EFFECIENCY SUITE/GOVT TRANSPARENCY	2,081.96
134555	01/17/2019	GUARANTEED JANITORIAL SERVICE	DECEMBER 2018	11,548.00
134556	01/17/2019	HIDDEN EYE SECURITY / H.E.S.	CITY HALL: FIRE SYSTEM MAINTENANCE 1ST QTR	273.00
134557	01/17/2019	ICSC LOCKBOX	VARGAS: ICSC MEMBER RENEWAL THRU 2/28/2020	50.00
134558	01/17/2019	ICSC LOCKBOX	ROGERS: ICSC MEMBER RENEWAL THRU 2/28/2020	50.00
134559	01/17/2019	INFRAMARK, LLC	OPERATIONS/MAINT/PASS THRU APR-DEC 2018	86,251.40
134560	01/17/2019	IRVINE MARRIOTT	COUNCIL MEMBER JAN 29- FEB 01, 2019	610.50
134561	01/17/2019	JOHNSON EQUIPMENT CO.	CODE ENFORCEMENT VEHICLES	8,814.09
134562	01/17/2019	JOLLY JUMPS	SNOW DAY JAN 19, 2019	895.00
134563	01/17/2019	KIMBERLY KIRNER	CALVIP EVAL 2018, CONSULTING SERVICES	1,875.00
134564	01/17/2019	LAKE CHEVROLET	BODY CONTROL MODULE	280.99
134565	01/17/2019	LAKESIDE MIDDLE SCHOOL	BAND COMPETITION; 3RD PLACE WINNER	200.00
134566	01/17/2019	LANGUAGE NETWORK, INC.	INTERPRETATION SERVICES 11/13/18	450.00
134567	01/17/2019	LAWLER'S TRIPLE L TOWING	TOWING SERVICES 12/17-12/18/18	510.00
134568	01/17/2019	CAMEL FINANCIAL, INC	TUTORING SERVICES AT TEEN CENTER AUG & OCT 2018	2,610.00
134569	01/17/2019	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES THRU 11/30/18	4,284.00
134570	01/17/2019	LYONS SECURITY SERVICE INC.	SECURITY OFFICER FOR CITY HALL & EVENING VEHICLE PATROL	12,412.46
134571	01/17/2019	MALCOLM SMITH MOTORSPORTS, INC	TIRE/BRAKE SERVICE: 2012 HONDA	772.81
134572	01/17/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	4,609.74
134573	01/17/2019	MARBELLA'S BEAUTY SALON	WATER DEPOSIT REFUND	250.00
134574	01/17/2019	MARCH MIDDLE SCHOOL	BAND COMPETITION: SWEEPSTAKE WINNER	800.00
134575	01/17/2019	KENNETH MATTHEWS	GAME OFFICIAL 1/05-1/12/19	255.00
134576	01/17/2019	MO PARGA HORSE TRAINING INC.	MOUNTED PATRO TRAINING CLINIC	650.00

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134577	01/17/2019	MOORE FENCE COMPANY	COCHISE & NAVAJO RD: INSTALLED CHAINLINK FENCE	1,957.08
134578	01/17/2019	MVP STUDIOS	PRE-PAID LEAGUE PACKAGES	1,695.68
134579	01/17/2019	NAPA AUTO PARTS	REPLACEMENT RADIATOR/FAN CLUTCH/TESTING FLUID	262.22
134580	01/17/2019	NATALY ELECTRONICS RECOVERY	E-WASTE PICKUP FROM 2/07/19	40.00
134581	01/17/2019	NATIONAL BUSINESS FURNITURE, LLC	LEATHER CHAIR FOR DEVELOPMENT SERVICES DEPT	771.44
134582	01/17/2019	NATIONAL DRIVE	TEAMSTERS DRIVE, DECEMBER 2018	12.00
134583	01/17/2019	LEMUEL NEAL	GAME OFFICIAL 1/05-1/12/19	290.00
134584	01/17/2019	OCHOA'S BACKFLOW SYSTEMS	BOB LONG PARK REPAIRS	246.00
134585	01/17/2019	RANCHO VERDE HIGH SCHOOL	BAND COMPETITION 2ND PLACE WINNER	400.00
134586	01/17/2019	RANCHO VET TACK & FEED SUPPLY	FEED FOR K-9	84.80
134587	01/17/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	1,446.30
134588	01/17/2019	RIGHTWAY	PORTABLE TOILET SERVICES	1,624.48
134589	01/17/2019	RIVERSIDE COUNTY CLERK - RECORDER	NOVEMBER 2018 RECORDINGS	24.00
134590	01/17/2019	RIVERSIDE TRANSIT AGENCY	BUS PASSES: GENERAL/YOUTH	3,206.25
134591	01/17/2019	COUNTY OF RIVERSIDE-COMM HEALTH	LAB TESTS- RABIES, NOVEMBER 2018	150.00
134592	01/17/2019	RCIT	APX 7500M DUAL BAND RADIO 11/01-11/30/18	1,378.93
134593	01/17/2019	JESUS SANCHEZ	FIRE MARSHALL CERTIFICATION EXAM	139.00
134594	01/17/2019	SCE	12/01-1/04/2019	3,963.27
134595	01/17/2019	SCE	BZ84 12/06-1/07/19	26.90
134596	01/17/2019	SCE	BZ094 11/26-12/26/18	49.90
134597	01/17/2019	SIGNIFICA DESIGN	WINTER QTRLY NEWSLETTER 2019	4,375.00
134598	01/17/2019	SMART & FINAL	SPORTS DRINKS- GYM RESALE	448.53
134599	01/17/2019	SMEDLEY'S TOWING	TOWING SERVICES 12/14/18	520.00
134600	01/17/2019	SOLID RED STUDIO	CITY COUNCIL MEETING; VIDEO SERVICES	75.00
134601	01/17/2019	SPARKLETT'S	BOTTLED WATER SERVICES	296.05
134602	01/17/2019	STAFFMARK	TEMP STAFF SERVICES	737.20
134603	01/17/2019	STANLEY CONVERGENT SECURITY, INC	HOUSING AUTHORITY, 24 S "D" STREET 12/14/18	602.63
134604	01/17/2019	STATER BROS MARKETS	CSM REFRESHMENTS/COUNCIL MEETING	134.55
134605	01/17/2019	STETSON ENGINEERS INC	SALE OF WATER SYSTEM 11/01-11/30/18	138.00
134606	01/17/2019	STEVE LEMON AIR CONDITIONING	MONTHLY MAINT- YOUTH CENTER/GYM/SR CENTER/COUNCIL CHAMBERS	2,397.00
134607	01/17/2019	SUNSTATE EQUIPMENT CO	BOB LONG PARK BOOM LIFT	1,543.07
134608	01/17/2019	SWANK MOTION PICTURES, INC	MOVIES AT THE PARK	1,944.00
134609	01/17/2019	SWRCB	WATER SYSTEM FEES 7/01-6/30/2019	5,072.00
134610	01/17/2019	TEAMSTERS LOCAL 911	UNION DUES, 1/04/19	2,943.00
134611	01/17/2019	THE SIGGSON FAMILY	WATER DEPOSIT REFUND	16.35
134612	01/17/2019	SPECTRUM BUSINESS	STATLER YOUTH CTR/PUBLIC WORKS YARD 1/11-2/10/19	123.53
134613	01/17/2019	TOWN & COUNTRY TOWING	TOWING 11/04/18	204.00
134614	01/17/2019	UNITED WAY OF THE INLAND VALLEY	PAYROLL DEDUCTION, DECEMBER 2018	110.66
134615	01/17/2019	VAL VERDE GRAPHICS	TROPHIES: CHRISTMAS PARADE	1,180.00
134616	01/17/2019	VISTA PAINT CORPORATION	ORANGE AVENUE: SUPPLIES FOR STREET MAINTENANCE	31.22
134617	01/17/2019	VOYAGER FLEET	FUEL CARDS	1,344.92
134618	01/17/2019	WALTON, DESIREE	BALLET/JAZZ 11/20-1/08/19	719.53
134619	01/17/2019	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES: SEVERAL LOCATIONS	1,630.97

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CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
134620	01/17/2019	BRANDI WILLIAMS	GAME OFFICIAL 1/05/19	50.00
134621	01/17/2019	WINZER CORPORATION	URETHANE SEALER, ELECTRICAL TAPE	281.64
134622	01/18/2019	CRANE ARCHITECTURAL GROUP	SENIOR CENTER BILLIARDS ROOM/IT STUDIO ROOM	31,440.00
134623	01/23/2019	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	1,360.72
134624	01/23/2019	CAMERON WELDING SUPPLY	WELDING SUPPLIES	58.84
134625	01/23/2019	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW SERVICES	700.00
134626	01/23/2019	FULL THROTTLE	GRAFFITI ABATEMENT SERVICES	11,582.00
134627	01/23/2019	HOME DEPOT CREDIT SERVICES	FOSS FIELD; NEW CAMERA/PAINTING SUPPLIES/CITY EVENT SUPPLIES	719.99
134628	01/23/2019	PACIFIC CODE COMPLIANCE	PLANNING SERVICES, OCT 2018	15,510.00
134629	01/23/2019	PREBOT CONSTRUCTION	RAMONA EXPRESSWAY	3,300.00
134630	01/23/2019	THE SOCO GROUP	FUEL CARDS	1,953.15
134631	01/23/2019	TRI-LAKE CONSULTANTS, INC.	ETHANAC RD/DUKE WAREHOUSE/CAR WASH/PERRIS CIRCLE INDUSTRIAL	6,300.00
134632	01/25/2019	ANDERSON ELECTRIC	"D" STREET REPAIRS	1,460.00
134633	01/25/2019	APPELONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	3,852.00
134634	01/25/2019	APWA	RENEWAL MEMBERSHIP 1/01-12/31/19	149.50
134635	01/25/2019	AUTO AIDE TOWING	CODE ENFORCEMENT TOWING 8/27-9/13/18	7,337.00
134636	01/25/2019	AUTO ZONE COMMERCIAL	REPLACEMENT LICENSE PLATE LIGHTS	10.55
134637	01/25/2019	VERONICA BANUELOS	VISION REIMBURSEMENT FY 18-19	142.66
134638	01/25/2019	BASTION SECURITY INC.	TOWER, SOLAR POWERED, 4 ANALOG- JAN 2019	1,900.00
134639	01/25/2019	ROSALBA BONILLA	MILEAGE REIMBURSEMENT	142.79
134640	01/25/2019	CALIFORNIA BLDG STANDARDS COMM	BUILDING STANDARD FEES, 1ST QTR FY 18-19	3,778.20
134641	01/25/2019	CALIFORNIA BLDG STANDARDS COMM	BUILDING STANDARD FEES, 2ND QTR FY 18-19	1,153.80
134642	01/25/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
134643	01/25/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
134644	01/25/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
134645	01/25/2019	CDW GOVERNMENT	VISIO PROGRAM	186.14
134646	01/25/2019	CINTAS	FACILITIES SUPPLIES - SEVERAL DEPARTMENTS	1,263.27
134647	01/25/2019	CINTAS	FIRST AID KIT SUPPLIES	274.21
134648	01/25/2019	CITIZENS BUSINESS BANK	PETTY CASH 11/07-1/07/2019	940.19
134649	01/25/2019	CORPORATE PAYMENT SYSTEMS	LEAGUE OF CITIES/SKILLS ASSESSMENT-HR/CHRISTMAS PARADE, ETC.	4,311.08
134650	01/25/2019	CREATIVE PRINTING	ENVELOPES FOR ANIMAL CONTROL DEPT	661.54
134651	01/25/2019	DAN'S FEED AND SEED INC.	SUPPLIES FOR STREET SIGNS/DOG FOOD/TAPE	218.44
134652	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	BENEFIT ZONES	515.68
134653	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	12/09-1/08/2019	203.70
134654	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	12/04-1/03/2019	700.76
134655	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	12/03-1/02/2019	915.66
134656	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	PARKS 12/10-1/08/2019	1,194.81
134657	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	12/09-1/08/2019	1,718.38
134658	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	12/11-1/10/2019	2,868.35
134659	01/25/2019	EASTERN MUNICIPAL WATER DISTRICT	12/10-1/10/2019	3,149.36
134660	01/25/2019	ENVIRONMENTAL SYSTEMS RESEARCH	TWO ARCGIS DESKTOP STANDARD MAINTENANCE	2,700.00
134661	01/25/2019	EVERETT SMITH DESIGNS	50% PK13 DOG PARK CONSTRUCTION DESIGN	6,500.00
134662	01/25/2019	FEDERAL EXPRESS CORP	11/15-12/14/18	150.62

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134663	01/25/2019	THE GAS COMPANY	12/01-1/01/19	96.58
134664	01/25/2019	GORM, INC.	SUPPLIES FOR PARKS MAINTENANCE	489.45
134665	01/25/2019	GRAFFITI TRACKER INC	GRAFFITI TRACKING SERVICES, FEB-APR 2019	4,725.00
134666	01/25/2019	HAULAWAY STORAGE CONTAINERS, INC	20FT CONTAINER RENTAL 12/12-18	165.20
134667	01/25/2019	INLAND DESERT SECURITY & COMM	ANSWERING SERVICES; ANIMAL CTRL/PUBLIC WORKS 2/01-2/28/19	802.50
134668	01/25/2019	INTERPRETERS UNLIMITED	SERVICES 12/30/18	28.00
134669	01/25/2019	JIM ROGERS' LOCK & KEY	NEW KEYS: SAFARI/DUPLICATE FACILITY KEYS	210.23
134670	01/25/2019	KH METALS AND SUPPLY	CITY COUNCIL CHAMBERS: REPAIRS	379.91
134671	01/25/2019	LAKE CHEVROLET	SEAT CUSHION/COVER/COOLANT/CAP	716.72
134672	01/25/2019	LANGUAGE NETWORK, INC.	INTERPRETATION SERVICES 1/08/19	180.00
134673	01/25/2019	LAWN TECH	PARKS EQUIPMENT REPAIRS/FIELD EQUIPMENT	2,754.51
134674	01/25/2019	CAMEL FINANCIAL, INC	TUTORING SERVICES AT TEEN CENTER NOV-DEC 2018	1,890.00
134675	01/25/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	18,710.33
134676	01/25/2019	MR. G'S PLUMBING	MERCADO PARK: RESTROOM REPAIRS	585.00
134677	01/25/2019	NAPA AUTO PARTS	BATTERIES	265.91
134678	01/25/2019	NAT'L ASSOCIATION OF LATINO	ANNUAL MEMBERSHIP FOR MAYOR	100.00
134679	01/25/2019	PAULSON REF II POOLING ENTITY, LLC	DEPOSIT REIMBURSEMENT TR 24648 PARK LOTS	7,565.00
134680	01/25/2019	PGI, INC.	NEWSLETTER PRINT, REVISED PAGE	100.00
134681	01/25/2019	PREFERRED BENEFIT INSURANCE	DELTA DENTAL, JAN 2019	6,628.35
134682	01/25/2019	PURCHASE POWER	POSTAGE METER OVERAGE FEE	7.00
134683	01/25/2019	RANCHO VET TACK & FEED SUPPLY	K-9 FEED	84.80
134684	01/25/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	2,301.38
134685	01/25/2019	RIGHTWAY	PORTABLE TOILET SERVICES	3,239.06
134686	01/25/2019	RIVERSIDE COUNTY SHERIFF'S DEPT	LAW ENFORCEMENT CONTRACT SVCS 10/11-11/07/18	1,172,608.93
134687	01/25/2019	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY: HARVEST FESTIVAL 10/19/18	310.45
134688	01/25/2019	ROSA'S BRIDE & TUX SHOP	RENTALS FOR SEVERAL EVENTS; DEC 11-15 2018	8,613.53
134689	01/25/2019	SCE	18 MO 12/01/15-12/01/18	64,498.99
134690	01/25/2019	SCSBOA	CHRISTMAS PARADE- BAND REVIEW JUDGES	1,400.00
134691	01/25/2019	STANLEY CONVERGENT SECURITY, INC	CITY COUNCIL CHAMBER ACCESS	490.33
134692	01/25/2019	STATER BROS MARKETS	DISCOVERY TIME/BREAKFAST WITH SANTA EVENT	534.10
134693	01/25/2019	STEVE LEMON AIR CONDITIONING	MONTHLY MAINTENANCE	5,164.00
134694	01/25/2019	UNITED PAVING CO.	ASPHALT REPAIRS ALONG GOETZ RD	1,792.00
134695	01/25/2019	SWRCB	WATER SYSTEM FEES 7/01-6/30/2019	7,361.50
134696	01/25/2019	SPECTRUM BUSINESS	24 S "D" STREET 12/16-1/15/19	9.32
134697	01/25/2019	TRAILER FACTORY OUTLETS	TRAILER FOR STREETS	9,149.79
134698	01/25/2019	VERIZON WIRELESS	12/14-1/13/2019	5,412.90
134699	01/25/2019	WALTERS WHOLESAL ELECTRIC CO	LIGHTING SUPPLIES FOR SEVERAL CITY PARKS	1,249.34
134700	01/30/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	1,375.00
134701	01/30/2019	AVANT GARDE, INC	ACTIVE TRANSPORTATION PROGRAM 12/01-12/31/18	2,430.00
134702	01/30/2019	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINT 12/01-12/31/18	28,108.00
134703	01/30/2019	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	8,635.00
134704	01/30/2019	LA GARE CAFE	TRANSPORTATION NOW MEETING	161.46
134705	01/30/2019	NIELSEN MERKSAMER PARRINELLO	LOBBYIST SERVICES 1/01-3/31/19	15,834.31

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134706	01/30/2019	PACIFIC CODE COMPLIANCE	PROFESSIONAL SVCS: BILLIARDS ROOM/IT STUDIO/COMMUNITY GARDEN/PARKS-RESTROOMS	21,949.60
134707	01/30/2019	PREBOT CONSTRUCTION	COMMUNITY SERVICES DEPARTMENT PROJECT	18,500.00
134708	01/30/2019	LAURA SOSA	FITNESS INSTRUCTOR 1/07-1/18 & LIVEWELL/BOOTCAMP	3,294.60
134709	01/30/2019	TASO TECH, INC	I.T. SUPPORT NOV-DEC 2018 & OFFICE EQUIPMENT	3,010.10
134710	01/30/2019	WATER EDUCATION SERVICES, INC	SPECIAL PROJECTS COORDINATION 1/01-1/15/19	4,406.50
134711	01/30/2019	WILLDAN FINANCIAL SERVICES	CFD PROF SERVICES/LANDSCAPE & LIGHTING MAINT DIST ADMIN FY 18-19	25,000.00
134712	01/31/2019	IKEYA ADAMS	GAME OFFICIAL 1/19-1/26	225.00
134713	01/31/2019	ANDERSON ELECTRIC	MAINT/REPAIRS: SEVERAL CITY PARKS	4,825.00
134714	01/31/2019	APLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	540.00
134715	01/31/2019	SYLVIA ARVIZU	REIMBURSE DEPARTMENT LUNCHEON	65.46
134716	01/31/2019	BOYS & GIRLS CLUB OF PERRIS	DINNER & AUCTION SPONSORSHIP, MARCH 30 2019	1,000.00
134717	01/31/2019	BPS TACTICAL, INC.	TACTICAL BALLISTIC VEST	479.49
134718	01/31/2019	CHEF LEE BURTON	TEACHING SERVICES 9/26-9/27/18	305.00
134719	01/31/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
134720	01/31/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
134721	01/31/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
134722	01/31/2019	CINTAS	FIRST AID KIT SUPPLIES	81.58
134723	01/31/2019	CITY CLERKS ASSOCIATION OF CA	MEMBERSHIP RENEWAL	240.00
134724	01/31/2019	COLONIAL LIFE & ACCIDENT INSURANCE	JANUARY 2019	93.56
134725	01/31/2019	CORPORATE PAYMENT SYSTEMS	CARDSTOCK FOR CAFR/PAYPAL FEE FOR PLANNING DEPARTMENT	406.13
134726	01/31/2019	CORPORATE PAYMENT SYSTEMS	CM: BUSINESS MEALS/FUEL	775.54
134727	01/31/2019	CORPORATE PAYMENT SYSTEMS	FIRE STATION SUPPLIES/SENIOR CENTER/HOLIDAY LUNCHEONS/COMMUNITY GARDEN	3,206.15
134728	01/31/2019	CR&R	TRASH FEES COLLECTED BY EMWD, DEC 2018	313,251.24
134729	01/31/2019	CRANE ARCHITECTURAL GROUP	SR CENTER BILLIARDS ROOM/IT STUDIO ROOM	10,460.08
134730	01/31/2019	CRIME SCENE STERI-CLEAN, LLC	GENERAL OFFICE SUPPLIES, ENVELOPES	218.62
134731	01/31/2019	DATA TICKET, INC.	1904 MIRAMAR INCIDENT	750.00
134732	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	DAILY CITATION PROCESSING DEC 2018	29.65
134733	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER/SEWER- DEC 2018	142,482.12
134734	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS PK/BZ	2,165.68
134735	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	VARIOUS PK/BZ	571.92
134736	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	12/27-1/25/2019	1,568.08
134737	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	12/10-1/09/2019	4,420.41
134738	01/31/2019	EASTERN MUNICIPAL WATER DISTRICT	EVANS/THIRD A 12/25-1/23/19	127,745.16
134739	01/31/2019	EMPLOYMENT SCREENING SERVICES	SERVICES 11/16-1/16/2019	178.50
134740	01/31/2019	ENHANCE THE GIFT MINISTRIES	CBDG PERFORMING ARTS 11/01-11/30/18	367.61
134741	01/31/2019	FLO-SERVICES, INC.	4TH STREET PUMP STATION; EMERGENCY CALL	10,620.33
134742	01/31/2019	FRONTIER	FIRE/WATER DEPT 1/13-2/15/2019	520.36
134743	01/31/2019	FULLER TRUCK ACCESSORIES	RUNNING BOARDS	326.25
134744	01/31/2019	THE GAS COMPANY	11/27-12/27/2018	1,679.69
134745	01/31/2019	GORM, INC.	SUPPLIES FOR PARKS MAINTENANCE	333.48
134746	01/31/2019	GRANICUS, INC.	MEETING EFFECIENCY SUITE/GOV'T TRANSPARENCY	2,081.96
134747	01/31/2019	ANTHONY B HILL	GAME OFFICIAL 1/19/19	125.00
134748	01/31/2019	HOME DEPOT U.S.A., INC.	2ND QTR SALES TAX REBATE PAYMENT	222,523.50



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134749	01/31/2019	HONEYWELL GLOBAL FINANCE	DEC 2018 KWH PRODUCTION	7,396.43
134750	01/31/2019	HORTICULTURAL PEST MANAGEMENT	VARIOUS PARKS JANUARY 2019	1,200.00
134751	01/31/2019	J & S STRIPING	RESTRIPIING PROJECT ALONG GOETZ RD	15,266.89
134752	01/31/2019	KABO, LLC	GRANT DEED EASEMENT SETTLEMENT APN 320-430-018	2,500.00
134753	01/31/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	15,865.84
134754	01/31/2019	MR. G'S PLUMBING	RESTROOM REPAIRS: MORGAN PARK	130.00
134755	01/31/2019	MUNICIPAL CODE CORPORATION	SUPPLIES FOR CITY CLERK'S OFFICE	1,811.66
134756	01/31/2019	NATIONAL DRIVE	TEAMSTERS DRIVE, JAN 2019	12.00
134757	01/31/2019	LEMUEL NEAL	GAME OFFICIAL 1/26/19	100.00
134758	01/31/2019	MICHELE OGAWA	SALES/USE TAX WORKSHOP	42.93
134759	01/31/2019	RICO P. PEREIRA	GAME OFFICIAL 1/19/19	125.00
134760	01/31/2019	PITNEY BOWES INC	POSTAGE METER SUPPLIES	732.65
134761	01/31/2019	PREMIERE GLOBAL SERVICES	CONFERENCE CALL SERVICES 12/01-12/31/18	9.19
134762	01/31/2019	RAMPART SECURITY SOLUTIONS INC.	UPGRADE TO SECURITY SERVER	14,846.87
134763	01/31/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	122.30
134764	01/31/2019	RIGHTWAY	PORTABLE TOILET SERVICES	363.43
134765	01/31/2019	ERIKA RIOS	CUSTOMER REFUND	35.00
134766	01/31/2019	JENNIFER RIOS	CUSTOMER REFUND	35.00
134767	01/31/2019	MARTHA RIVAS	BASKETBALL REFUND	75.00
134768	01/31/2019	COUNTY OF RIVERSIDE	K-RAT FEES 1ST QTR FY 18-19	29,495.00
134769	01/31/2019	COUNTY OF RIVERSIDE	K-RAT FEES 2ND QTR FY 18-19	12,115.00
134770	01/31/2019	ROMO PIPELINE	JOB LOCATION: 1015 S "G" STREET	17,996.00
134771	01/31/2019	SCE	12/17-1/17/2019	234.46
134772	01/31/2019	SCE	12/06-1/07/2019	6,511.53
134773	01/31/2019	SOCIAL WORK ACTION GROUP	HOMELESS SERVICES 12/01-12/31/18	10,912.00
134774	01/31/2019	SPARKLETT'S	BOTTLED WATER SERVICES	235.98
134775	01/31/2019	THE STANDARD	LIFE/AD&D/LTD JAN 2019	2,085.38
134776	01/31/2019	STATE OF CALIFORNIA	SMI FEES 1ST QTR JULY-OCT 2018	26,334.57
134777	01/31/2019	STATE OF CALIFORNIA	SMI FEES 2ND QTR FY 18-19	8,708.37
134778	01/31/2019	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	35.00
134779	01/31/2019	STATER BROS MARKETS	PERRIS SCHOLAR PRGM/INTERVIEW PANEL/MENTO INFO SESSION	241.37
134780	01/31/2019	UNITED PAVING CO.	RESTRIPIING RAMONA EXPWY, BTWN EVANS/AVALON PKWY	2,276.40
134781	01/31/2019	SPECTRUM BUSINESS	INTERNET/CABLE SR CENTER/227 N D ST	150.16
134782	01/31/2019	TYLER TECHNOLOGIES, INC.	SOFTWARE APPLICATION SERVICES 1/01-3/31/19	46,788.00
134783	01/31/2019	UNITED WAY OF THE INLAND VALLEY	PAYROLL DEDUCTION, JANUARY 2019	107.66
134784	01/31/2019	CESAR URIBE	REIMBURSE PERMIT FOR 816 S "B" STREET	8,875.00
134785	01/31/2019	VERIZON WIRELESS	SHERIFF DEPT: 12/11-1/10/19	111.72
134786	01/31/2019	VISUAL EDGE, INC.	XEROX COPIER/NETWORKING SERVICES 12/01-12/31/18	2,578.22
134787	01/31/2019	BRANDI WILLIAMS	GAME OFFICIAL	125.00
134788	01/31/2019	XEROX FINANCIAL SERVICES	LEASE PAYMENT 12/30-1/29/19	6,069.01
134789	01/31/2019	MICHAEL ZABALA	ICC HS TECHNICAL TRAINING PROGRAM, DEC 2018	469.80
<b>TOTAL REGISTER</b>				<b>\$ 6,365,613.30</b>



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Legislative Process Presentation Provided by Michelle Rubalcava with Nielsen Merksamer Parrinello Gross & Leoni LLP

**REQUESTED ACTION:** Receive Presentation on Legislative Process

**CONTACT:** Jennifer Erwin, Director of Finance

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#### BACKGROUND/DISCUSSION:

In December 2018, the City Council approved a contract with Nielsen Merksamer Parrinello Gross & Leoni LLP for lobbying services. Michelle Rubalcava, Senior Counsel, will provide a presentation to guide City Council and Staff on the California Legislative Process.

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**BUDGET (or FISCAL) IMPACT:** None.

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Prepared by: Jennifer Erwin, Director of Finance *JE*

#### REVIEWED BY:

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director *JE* \_\_\_\_\_

Attachments:

Consent:  
Public Hearing:  
Business Item: X  
Presentation:  
Other:



# CITY OF PERRIS

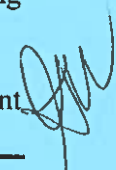
## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** **Ordinance Amendment 19-05020** - Proposal to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

**REQUESTED ACTION:** **ADOPT Second Reading of Ordinance No. 1379** to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

**CONTACT:** Dr. Grace Williams, Director of Planning and Economic Development 

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#### **BACKGROUND/DISCUSSION:**

On February 12, 2019, the City Council voted 3-2 to introduce Ordinance No. 1379 to reduce the number of Planning Commissioners from seven to five, with the following notable changes:

- The seats will now expire on June 30<sup>th</sup> instead of December 31<sup>st</sup>;
- Seats one through three would expire on June 30, 2021 and every four years thereafter, and
- Seats four and five would expire on June 30, 2023 and every four years thereafter.

Upon adoption, the Ordinance Amendment will be effective on June 30, 2019 instead of the normal thirty days following adoption. This will allow the existing Commissioners to continue serving as a seven-member Commission until June 30, 2019, while the City begins the recruitment process to obtain candidates, which may include the current Commissioners to fill the five available seats. It is anticipated that the City Council will appoint or reappoint Planning Commissioners to each of the five new seats in May, at the Council's discretion. The terms for the five new seats will commence on July 1, 2019.

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**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item is covered in the current budget.

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Prepared by: Kenneth Phung, Planning Manager 

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**REVIEWED BY:** Dr. Grace Williams, Director of Planning and Economic Development

City Attorney \_\_\_\_\_  
Assistant City Manager   
Finance Director 

**Attachment:** Proposed Ordinance

**Business Item:** February 26, 2019

**ORDINANCE NO. (next in order)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY'S PLANNING COMMISSION**

**WHEREAS**, the City of Perris established a Planning Commission pursuant to Government Code § 65100;

**WHEREAS**, the City's Planning Commission currently consists of seven members;

**WHEREAS**, the City Council desires to reduce the membership of the Planning Commission from seven to five.

**WHEREAS**, in transitioning to a five-member Planning Commission, the City Council desires to allow the current members of the Planning Commission to serve as a seven-member Planning Commission until June 30, 2019, and therefore desires to set the effective date of this Ordinance as June 30, 2019. However, the City Council intends to appoint (or reappoint) members to the five-member Planning Commission prior to June 30, 2019.

**THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

**Section 2.** Amendment to Section 2.37.020. Section 2.37.020 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strike through~~ represents deleted language while **bold italics** represents new language):

"The planning commission shall consist of ~~seven~~ **five** members."

**Section 3.** Amendment to Section 2.37.050. Section 2.37.050 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strike through~~ represents deleted language while **bold italics** represents new language):

"Sec. 2.37.050. - Terms of office.

(a) The terms of office for members of the planning commission, ~~other than those appointed to complete unexpired terms,~~ shall be four years or until their successors ~~shall be~~ **are** appointed ~~and qualified.~~ **For example, a member whose term expires on June 30 would continue to serve in July and thereafter until a successor is appointed. The successor may be the same member if reappointed. The terms for members of the planning commission who are appointed to complete an**

*unexpired term shall run until the end of their respective unexpired terms or until their successors are appointed.*

(b) Seats on the planning commission shall be numbered one through ~~seven~~ *five*. Seats one, two and three shall expire on ~~December 31, 2003~~ *June 30, 2021*, and on ~~December 31~~ *June 30* every four years thereafter. Seats four, *and five*, ~~six and seven~~ shall expire on ~~December 31, 2005~~ *June 30, 2023*, and on ~~December 31~~ *June 30* every four years thereafter.

(c) Notwithstanding Sections 2.37.050(a) and 2.37.050(b), the term of any member of the planning commission who was appointed prior to February 26, 2019, shall expire on June 30, 2019.”

**Section 4.** Amendment to Section 2.37.090(b). Subsection (b) of Section 2.37.090 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while *bold italics* represents new language):

“Special meetings of the commission may be called at any time by the chairperson or ~~four~~ *three* members thereof by written notice served as required by law, or otherwise provided in the Ralph M. Brown Act.”

**Section 5.** Amendment to Section 2.37.100. Section 2.37.100 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while *bold italics* represents new language):

“~~Four~~ *Three* members of the planning commission shall constitute a quorum, but a lesser number may adjourn from time to time.”

**Section 6.** Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

**Section 7.** Effective Date. This Ordinance shall take effect on June 30, 2019.

**Section 8.** Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

***ADOPTED, SIGNED and APPROVED*** this \_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR, MICHAEL M. VARGAS

ATTEST:

\_\_\_\_\_  
City Clerk, Nancy Salazar

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )  
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number \_\_\_\_\_ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the \_\_ day of \_\_\_\_\_, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

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City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** February 26, 2019

**SUBJECT:** Appointment to CDBG Committee for review of applications

**REQUESTED ACTION:** Mayor and City Council to make appointment to CDBG Committee

**CONTACT:** Clara Miramontes, Assistant City Manager *CEM*

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### **BACKGROUND/DISCUSSION:**

The number of CDBG grant applications received for this fiscal year have increased from prior years. The CDBG Committee would review all applications and make recommendations to the City Council for distribution of grant allocations.

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**BUDGET (or FISCAL) IMPACT:** None.

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Prepared by: Clara Miramontes, Assistant City Manager

### **REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager *CEM*  
Finance Director *JF*

Consent:  
Public Hearing:  
Business Item: February 26, 2019  
Presentation:  
Other: