



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

## **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, June 11, 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:***

Rabb, Rogers, Magaña, Corona, Vargas

- A. Conference with Real Property Negotiators – Government Code  
Section 54956.8  
Property: APN 326-072-004  
City Negotiator: Richard Belmudez, City Manager  
Negotiating Parties: Donald and Jacqueline Fenaroli  
Under Negotiation: Price and Terms of Payment

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

**2. *ROLL CALL:***

Rabb, Rogers, Magaña, Corona, Vargas

**3. INVOCATION:**

Pastor Terry L. Wells  
First Baptist Church of Perris  
311 E. 5<sup>th</sup> Street  
Perris, CA 92570

**4. PLEDGE OF ALLEGIANCE:**

Councilmember Rabb 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. Civic Rec Announcement introduced by Sabrina Chavez, Director of Community Services.
- B. City of Perris Youth Advisory Committee (Y.A.C.) update introduced by Sabrina Chavez, Director of Community Services.
- C. Presentation of Certificate to the recipient of the 2019 Tri-Lake Consultants Scholarship Award.

**7. APPROVAL OF MINUTES:**

- A. Consideration to approve the Minutes of the Special Joint Meeting held on May 28, 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. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of PM 37304 to Maintenance District Number 84-1. PM 37304 is located on the east side of Perris Blvd. between Perry Street and Markham Avenue. (Ownership: Duke Realty Limited Partnership and Coronado Stone)

The Proposed Resolution Numbers (next in order) are 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 PM 37304 INTO MAINTENANCE DISTRICT NUMBER 84-1

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 PM 37304 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

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 PM 37304 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 JULY 30, 2019

- B. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of PM 37304 to Landscape Maintenance District Number 1. PM 37304 is located on the east side of Perris Blvd. between Perry Street and Markham Avenue. (Ownership: Duke Realty Limited Partnership and Coronado Stone)

The Proposed Resolution Numbers (next in order) are 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 145 (PM 37304) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

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 PM 37304 TO BENEFIT ZONE 145, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

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 145, 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 145, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37304 TO BENEFIT ZONE 145, 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 JULY 30, 2019

- C. Consideration to adopt Resolution Number (next in order) regarding Annexation of PM 37304 to Flood Control Maintenance District Number 1. PM 37304 is located on the east side of Perris Blvd. between Perry Street and Markham Avenue. (Ownership: Duke Realty Limited Partnership and Coronado Stone)

The Proposed Resolution Number (Next in order) 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 PM 37304 TO BENEFIT ZONE 111, 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 JULY 30, 2019

- D. Consideration to adopt Resolution Number (next in order) declaring the City's intention to annex certain territory into CFD 2001-3 (North Perris Public Safety District)-Project: Cali Express Car Wash (CUP 16-05258)-Owner: Perris Car Wash, Inc. – Annexation No. 30.

The Proposed Resolution Number (next in order) 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 [CALI EXPRESS CAR WASH (CUP 16-05258)-OWNER PERRIS CAR WASH, INC.] [ANNEXATION NO. 30]

- E. Consideration to adopt the Plans and Specifications for the 2019 Community Development Block Grant (CDBG) Citywide Pedestrian Improvements Project and award a contract to D'Ybanag Construction Company.
- F. Consideration to approve Extension of Time Number 19-05112 for Tentative Parcel Map 37181, Located at the Northeast Corner of Metz Road and "A" Street. (Applicant: Danny Brose)
- G. Consideration to approve extension of an existing contract for Landscape Benefit Zone Maintenance Services (LMD 1-2017-18-01) with Bill & Dave's Landscape, Inc., Adame Landscape, Inc. and Hernandez Landscape, Inc. for a one-year period.
- H. Consideration to approve extension of an existing contract for Landscape Benefit Zone Maintenance Services (LMD 1-2016-17-02) with Bill & Dave's Landscape, Inc. and Adame Landscape, Inc., for a one-year period.
- I. Consideration to approve extension of an existing contract for Flood Control Maintenance Services (FCD 1-2016-17-01) with Bill & Dave's Landscape, Inc., for a one-year period.
- J. Consideration to approve extension of an existing contract for Citywide Tree Maintenance with West Coast Arborist, Inc., for a one-year period.
- K. Consideration to approve an amendment to extend an existing contract for National Pollutant Discharge Elimination System (NPDES) Industrial and Commercial Inspection Services with Lynn Merrill and Associates, for a one-year period.
- L. Consideration to approve extension of an existing contract with the County of Riverside for Traffic Signal and Safety Lighting Inspections, for a one-year period.
- M. Consideration to award an agreement for Flood Control Maintenance (FCD 1-2019-2020-01) to Ocean Blue Environmental Services, Inc.
- N. Consideration to approve an Amendment to the Contract Services Agreement with Liebert Cassidy Whitmore for Investigative Services.
- O. Consideration to adopt the plans prepared by RK Engineering and to award the contract to Superior Pavement Markings, Inc., for Navajo Road, Wilson Ave., 7<sup>th</sup> Street & Murrieta Road Striping & Signage Project.

- P. Consideration to approve a Cooperative Agreement with Caltrans to Prepare the Project Initial Documents at 215 & Harley Knox Intersections.
- Q. Consideration to approve a Contract Service Agreement with Johnson Aviation Consulting to Analyze the Development Potential of Land Use Designations within the Perris Valley Commerce Center (PVCC) Specific Plan.
- R. Consideration to approve a contract with Millsten Enterprises, Inc. for the Construction of the Off-Leash Dog Park and to Allocate Additional Funding.
- S. Consideration to approve an amendment to the Legal Services Agreement with Aleshire & Wynder, LLP.
- T. Adopt Resolution Number (next in order) regarding the Annual Levy for the Community Facilities Districts.

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

RESOLUTION OF THE CITY OF PERRIS CITY COUNCIL ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NOS. 1-S, 88-1, 88-3, 90-1, 93-1R, 2001-1 1A 1, 2001-1 1A 2, 2001-1 1A 3, 2001-1 1A 4, 2001-1 1A 5, 2001-1 1A 6, 2001-1 1A 7, 2001-2, 2001-3, 2002-1, 2003-1, 2004-1, 2004-2, 2004-3 1A 1, 2004-3 1A 2, 2004-5, 2005-1 1A 3, 2005-1 1A 4, 2005-2 2005-4, 2006-1, 2006-2, 2006-3, 2007-2, 2014-1 1A 1, 2014-1 1A2, 2014-1 1A3, 2014-2 ESTABLISHING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2019/2020

- U. Consideration to award a contract to RJM Design Group, Inc. for professional architectural services and to appropriate funds for Copper Creek Park.
- V. Consideration to approve Resolution Number (next in order) Continuing Budget Authority through August 31, 2019 or until the 2019/2020 Budget is Adopted.

The Proposed Resolution is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING A RESOLUTION TO CONTINUE THE BUDGET FOR FISCAL YEAR COMMENCING JULY 1, 2018 AND ENDING ON JUNE 30, 2019

**9. 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.***

- A. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Maintenance District No. 84-1 (FY 2019/2020). Maintenance District No. 84-1 includes residential tracts and commercial developments throughout the City.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019-2020

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- B. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2019/2020). Landscape Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019-2020

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- C. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2019/2020). Flood Control Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE

CONTINUED OPERATION OF THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019-2020

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- D. Consideration to adopt Resolution Numbers (next in order) authorizing and approving the Board of the Successor Agency to the Redevelopment Agency of the City of Perris to Refund Certain Existing Tax Allocation Bonds.

The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND CERTAIN LOAN AND BOND OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PERRIS RELATED TO THE FORMER AGENCY’S LOW AND MODERATE INCOME HOUSING FUND, AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT, AND TAKING OTHER ACTIONS RELATED THERETO

RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE REFINANCING OF CERTAIN PRIOR OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

Introduced by: Ron Carr, Interim Director of Finance

PUBLIC COMMENT:

**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 by the Social Work Action Group (SWAG) on Fiscal Year 2018/19 Homeless Services in the City of Perris and award a one-year contract to Social Work Action Group for Fiscal Year 2019-2020 for Homeless Services in the City of Perris.

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

PUBLIC COMMENT:

- B. Consideration to adopt Resolution Number (next in order) authorizing submittal of an application for the Proposition 68 Statewide Park Development and Community Revitalization Program Grand Fund and an update on the Statewide Park Program (SPP).

The proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

Introduced by: Sabrina Chavez, Director of Community Services

PUBLIC COMMENT:

- C. Consideration to approve Agreements between the City of Perris and the State of California Department of Transportation (Caltrans), the Riverside County Transportation Commission (Commission), and the Riverside County Transportation Department (County) to facilitate the construction of the I-215/Placentia Avenue Interchange project along with widening Placentia Avenue from Indian Avenue to N. Perris Boulevard; and adopt Resolution Number (next in order) approving execution of an updated Freeway Agreement with Caltrans.

The Proposed Resolution Number (next is order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING A FREEWAY AGREEMENT BY AND BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF PERRIS FOR INTERSTATE 215 FROM 0.5 MILE SOUTH OF ETHANAC ROAD TO 0.6 MILE NORTH OF HARLEY KNOX BOULEVARD, RESCINDING PREVIOUS RESOLUTUIONS ASSOCIATED WITH FREEWAY AGREEMENTS WITHIN THE SAID LIMITS.

Introduced by: Habib Motlagh, City Engineer

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.)*

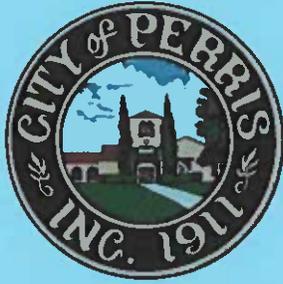
*This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion 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.*

7.A.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Approval of Minutes

**REQUESTED ACTION:** Approve the Minutes of the Special Joint City Council Meeting held on May 28, 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

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager *[Signature]*  
Finance Director *Re*

**Attachments:**

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

## ***CITY OF PERRIS***

### MINUTES:

Date of Meeting: May 28, 2019

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**Mayor Vargas called the Closed Session to order at 6:01 p.m.**

### ROLL CALL

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

**Staff Present: City Manager Belmudez, City Attorney Dunn and City Clerk Salazar**

- A. Conference with Real Property Negotiators – Government Code Section 54956.8  
 Property: APN 326-072-004 City Negotiator: Richard Belmudez, City Manager  
 Negotiating Parties: Donald and Jacqueline Fenaroli Under Negotiation: Price and  
 Terms of Payment

**The City Council adjourned to Closed Session at 6:02 p.m.**

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

**Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.**

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

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

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Miramontes, Assistant City Manager Carlos, Director of Planning and Economic Development Williams, Director of Community Services Chavez, Interim Director of Finance Carr, Director of Public Works Hartwill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION: Pastor Edward Magana Lighthouse Community Church 23100 Betty Road Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

**Councilmember Corona led the Pledge of Allegiance.**

5. REPORT ON CLOSED SESSION ITEMS:

**City Attorney Dunn reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted that an update was given, direction was given to staff, but no reportable action was taken.**

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Presentation of Certificates to the recipients of the 2019 Tri-Lake Consultants Science and Engineering Scholarship Award.
- B. Presentation of the Rods and Rails event introduced by Director of Community Services Chavez.
- C. Summer Aquatics Program and Launch Day Presentation introduced by Director of Community Services Chavez.

7. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Special Joint Meeting held on May 14, 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 Marisela Magana to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

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

- A. Adopted Resolution Numbers 5499, 5500, 5501 regarding Annexation of CUP 16-05258 to Maintenance District No. 84-1. CUP 16-05258 is a proposed car wash and is located approximately 200 feet west of the northwest corner of Perris Blvd. and Ramona Expressway. (Ownership: Perris Car Wash, Inc.)

Resolution Number 5499 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 CUP 16-05258 INTO MAINTENANCE DISTRICT NUMBER 84-1**

**Resolution Number 5500 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 CUP 16-05258 to CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1**

**Resolution Number 5501 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 CUP 16-05258 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 JULY 30, 2019**

- B. Adopted Resolution Numbers 5502, 5503 and 5504 regarding Annexation of NW Corner of Perris Blvd. and Ramona Expwy to Landscape Maintenance District No. 1. The annexation consists of two parcels totaling 2.09 acres, a 1.12 acre proposed car wash facility and a .97-acre parcel operating as an Arco Gas Station. (Ownership: Perris Car Wash Inc. and Safar & Safar Brothers, Inc.)**

**Resolution Number 5502 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 143 (NW CORNER OF PERRIS BLVD AND RAMONA EXPY) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

**Resolution Number 5503 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 NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

**Resolution Number 5504 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 143, 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 143, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 143, 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 JULY 30, 2019

- C. Adopted Resolution Number 5505 regarding Annexation of NW Corner of Perris Blvd. and Ramona Expwy to Flood Control Maintenance District No. 1. The annexation consists of two parcels totaling 2.09 acres, a 1.12 acre proposed car wash facility and a .97-acre parcel operating as an Arco Gas Station. (Ownership: Perris Car Wash Inc. and Safar & Safar Brothers, Inc.)

Resolution Number 5505 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 NW CORNER OF PERRIS BLVD AND RAMONA EXPY TO BENEFIT ZONE 109, 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 JULY 30, 2019

- D. Approved an RBBB Improvement and Credit/Reimbursement Agreement with IDIL, Rider 1, LLC and IDIG Rider Distribution Center, LLC for Improvements required for DPR 06-0635, DPR 06-0432 and TPM 06-0498, located in the vicinity of Redlands Avenue and Rider Street.
- E. Awarded a contract for Perris Corridor Safety Improvements Project Design Phase and Construction Support with Advanced Mobility Group (AMG).
- F. Awarded a contract to Community Works Design Group for professional architectural services and appropriated funds for said architectural services as well as for the preparation of Proposition 68 Statewide Park Grant, for the Future Enchanted Hills Park Project.
- G. Awarded a contract to Community Works Design Group for the professional architectural services for the expansion of Goetz Park Phase II.
- H. Awarded a contract to Hirsch & Associates, Inc. for the professional

architectural services for the expansion of Morgan Park Phase II.

- I. Approved My Brother's Keeper request for a fee waiver for use of Bob Glass Gymnasium and Foss Field.
- J. Received and Filed the Quarterly Investment Report for the Quarter Ended March 31, 2019.
- K. Approved the City's Monthly Check Register for April 2019.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5506 and 5507 regarding Annexation of parcels into Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 34. APN# 303-130-036, Rider 3 (PM 35268). (Owner: IDIG Logistics).

Resolution Number 5506 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 34 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 34

Resolution Number 5507 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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 34 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 34 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

**Daniel Louie, Willdan Financial, gave the presentation on this item.**

**The Mayor opened the Public Hearing at 6:50 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:50 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Magana to Approve Resolution Number 5506, calling the election.

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor asked the City Clerk to open the Ballot.**

**City Clerk Salazar opened the Ballot and reported that it was marked YES.**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve Resolution Number 5507, declaring the results of the election.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5508 and 5509 regarding Annexation of parcels into Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 35. APN# 300-250-017, Rider 1 (DPR 06-0635). (Owner: IDIG Logistics).

Resolution Number 5508 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 35 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 35

Resolution Number 5509 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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 35 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 35 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

**Daniel Louie, Willdan Financial, gave the presentation on this item.**

**The Mayor opened the Public Hearing at 6:52 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:52 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Marisela Magana, seconded by Malcolm Corona to Approve Resolution Number 5508, calling the election.

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor asked the City Clerk to open the Ballot.**

**City Clerk Salazar opened the Ballot and reported that it was marked YES.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5509, declaring the results of the election.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

**There were no Business Items.**

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**There was no Public Comment.**

12. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Rabb**

**Corona**

**Rogers**

**Magaña**

**Vargas**

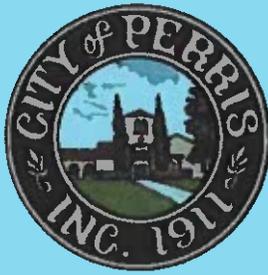
13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:07 p.m.**

**Respectfully Submitted,**

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Annexation of PM 37304 to Maintenance District No. 84-1

**REQUESTED ACTION:**

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PM 37304 and setting a public hearing date of July 30, 2019

**CONTACT:** Habib Motlagh, City Engineer

**BACKGROUND/DISCUSSION:** Parcel Map ("PM") 37304 (Duke Perris) is a 54.70-acre industrial development located on the east side of Perris Boulevard between Perry Street and Markham Street. Parcel 1 (46.76 acres) is under the ownership of Duke Realty Limited Partnership and Parcel 2 (7.94 acres) is under the ownership of Coronado Stone. As a condition of approval, the project is required to annex into MD 84-1.

This district was formed to finance the annual maintenance of streetlights and traffic signals installed in conjunction with new development. The project specifically benefits from street lights on Perris Boulevard, Perry Street, & Markham Street, and from existing and future traffic signals.

**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$6,756.42. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Resolution Ordering Preparation of the Engineer's Report
2. Engineer's Report
3. Resolution Preliminarily Approving Engineer's Report
4. Resolution of Intention to Annex PM 37304 to Maintenance District No. 84-1

Consent:  x  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**RESOLUTION NUMBER XXXX**

**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 PM 37304 INTO MAINTENANCE DISTRICT NUMBER 84-1**

**WHEREAS**, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

**WHEREAS**, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation of streetlights, traffic signals and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, the City Council has heretofore appointed Habib Motlagh, the City Engineer for the City of Perris, as the "Engineer of Work" for Maintenance District Number 84-1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** The above recitals are true and correct, and are incorporated herein by this reference.

**Section 2.** That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California,

**Section 3.** That PM 37304 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

**Section 4.** That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PM 37304 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

**Section 5.** That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

**Section 6.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

**Section 7.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

**Section 8.** That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

**Section 9.** That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 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, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of June, 2019, by the following called vote:

Ayes:  
Noes:  
Absent:  
Abstain:

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

**AGENCY:** City of Perris  
**PROJECT:** Annexation of PM 37304  
To Maintenance District No. 84-1  
**TO:** City Council  
City of Perris  
State of California

**REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"**

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2019 to June 30, 2020, for that area to be known and designated as:

**"Annexation of PM 37304  
to Maintenance District No. 84-1"**

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 11<sup>th</sup> day of June, 2019.

---

HABIB M. MOTLAGH, City Engineer  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30<sup>th</sup> day of July 2019, by adoption of Resolution \_\_\_\_ of the City Council.

---

NANCY SALAZAR, City Clerk  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 11<sup>th</sup> day of June, 2019.

---

NANCY SALAZAR, City Clerk  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

## Report

**PART 1. Plans and Specifications.** Generally, the work to be performed consists of the annual energy and maintenance costs for seventeen (17) new streetlights and twelve (12) existing streetlights. The streetlights to be installed and maintained are shown on the plans and specifications prepared by Albert A Webb Associates, and entitled, "Street Light Location Plan for Duke Realty – Perris Boulevard & Markham Street, City of Perris, California".

The existing streetlights to be maintained on Perris Boulevard and Markham Street are further identified on SCE Atlas Maps 10452034, 10472034, and 10472037. In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit is the traffic signal at the intersection of Perris Boulevard with Perry Street.

The plans and specifications for all facilities are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements.

The streetlight improvements are owned by Southern California Edison (SCE) and, upon construction will be shown on the SCE Street Light Atlas Maps. The traffic signals are owned by the City of Perris and are shown on the City of Perris Traffic Signal Location Map. Said Map and Atlas are on file in the City of Perris Office of Community Development and are made a part of this report to the same extent as if said documents were attached hereto.

It is noted that the City of Perris is transitioning ownership of the streetlights from SCE to the City of Perris. This pending change in ownership and LED conversion in no manner negates the benefit received.

**PART 2. An Estimate** of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, materials, electricity, and appurtenances. Incidental costs include engineering, legal, City Clerk, and administration expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The estimated annual cost for maintenance of the facilities is listed as follows:

<b>Facility</b>	<b>Quantity</b>	<b>Annual Cost</b>	<b>Total Cost</b>
<b>Street Lights</b>			
9,500 Lumen	0	\$141.00	\$00.00
22,000 Lumen	29	\$191.88	5,564.52
<b>Traffic Signals</b>			
Perris Boulevard and Perry Street	20%	\$7,970.53	1,594.11
<b>Subtotal</b>			<b>\$7,158.63</b>
<b>Incidental Costs</b>			<b>\$1,073.31</b>
<b>City Contribution for Street Lights Resolution No. 5307</b>	29	-50.88	-1,475.52
<b>Balance to Assessment</b>			<b>\$6,756.42</b>

**PART 3.** The **Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 4.

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to Maintenance District No. 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a local street light and an arterial street light. A local street light is the standard required on a local street. Arterial streets require a higher output street light in order to service a capacity greater than the local traffic.

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and non-residential development has been established at 4.2 residential lots to one assessed acre based on the general density of the City as a whole. The assessed acreage is the net acreage of the area to be annexed.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$46.28 per benefit unit, shown as follows:

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$6,756.42}{34.76 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reference is made to the FY 2018/2019 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 5307 approved on June 12, 2018. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific streetlight and traffic signal benefit.

The assessment, by Parcel, is as follows:

<b>Parcel</b>	<b>Map</b>	<b>Net Acreage</b>	<b>Taxable Acreage</b>	<b>Benefit Units</b>	<b>Estimated Maximum Annual Assessment</b>
1	PM 37304	46.76	29.71	124.78	\$5,774.82
2	PM 37304	7.94	5.05	21.21	981.60
	<b>Totals</b>	<b>54.70</b>	<b>34.76</b>	<b>145.99</b>	<b>\$6,756.42</b>

With the construction of streetlights, as a condition of approval, the developer is required by the City to provide certain standard street lighting for the area within the development; and the energy costs for the initial 18-month period. No newly annexed area or portion thereof is assessed prior to the completion of the initial 18-month period.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Attachment No.1.

**PART 4.**     **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of PM 37304. Said boundary is designated as "Diagram of Annexation of PM 37304 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

**PART 5.**     **A Consent and Waiver for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver is included herein as Attachment No. 3.

**Assessment Roll  
Annexation of PM 37304  
To Maintenance District No. 84-1  
City of Perris**

<b>Assessment Number</b>	<b>Description</b>	<b>Assessor Parcel Numbers</b>	<b>Estimated Annual Assessment</b>	<b>Fiscal Year 2019/2020</b>
1	PM 37304, Parcel 1	See Below	\$5,774.82	\$0.00
2	PM 37304, Parcel 2	See Below	<u>981.60</u>	<u>0.00</u>
<b>Totals</b>			<b>\$6,756.42</b>	<b>\$00.00</b>

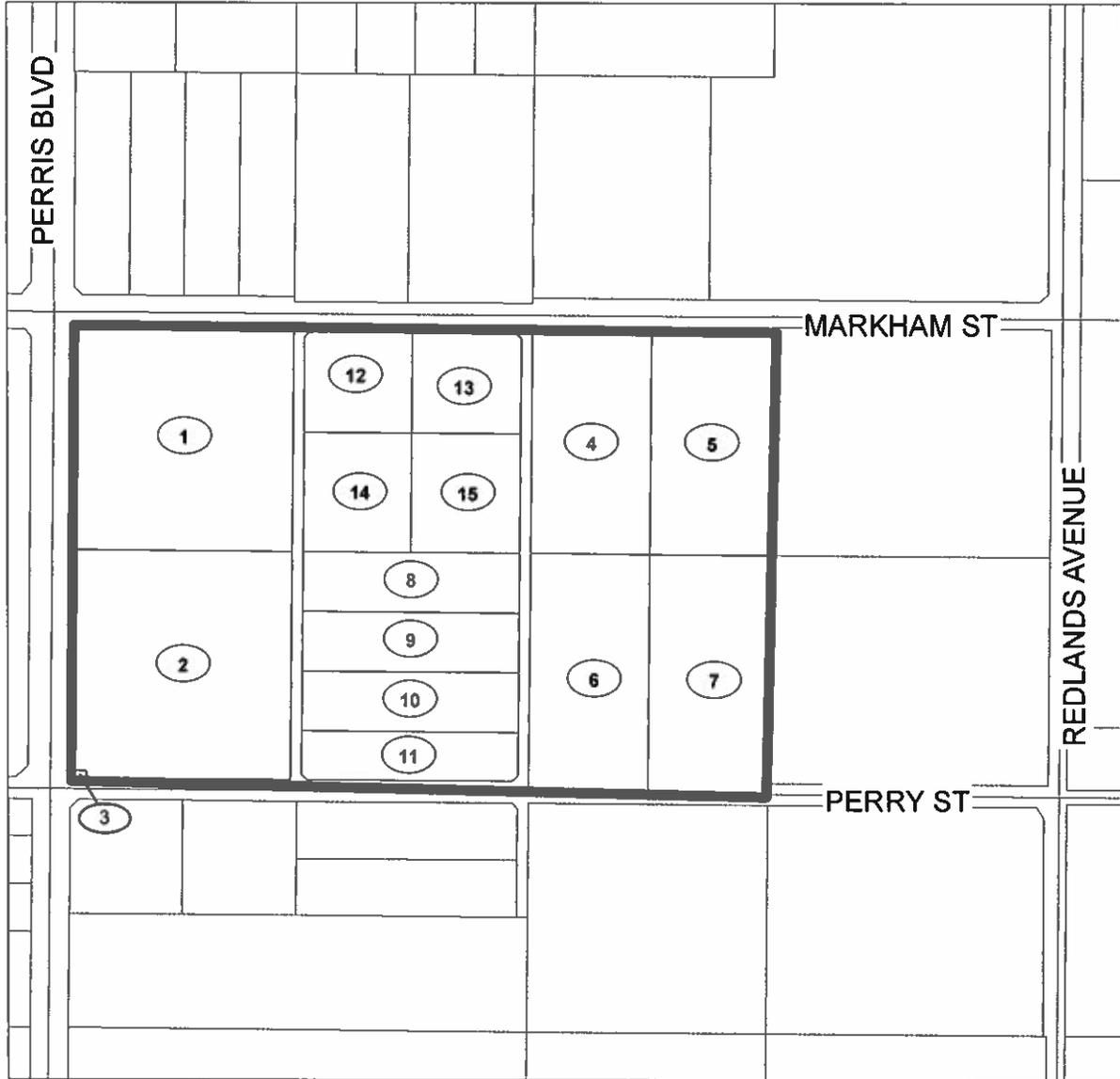
**ASSESSOR'S PARCEL NUMBERS**

302-120-004  
302-120-006  
302-120-010 THRU 302-120-022

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

# DIAGRAM OF ANNEXATION OF PM 37304 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-120-004
2	302-120-006
3	302-120-010
4	302-120-011
5	302-120-012
6	302-120-013
7	302-120-014
8	302-120-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
9	302-120-016
10	302-120-017
11	302-120-018
12	302-120-019
13	302-120-020
14	302-120-021
15	302-120-022



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**CONSENT AND WAIVER TO ANNEXATION**

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "Maintenance Districts"); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer's "Report" pertaining to the annexation of the undersigned's property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit "A" attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: March 4, 2019  
By: Duke Realty Limited Partnership, an Indiana limited partnership  
By: Duke Realty Corporation, its general partner  
By: [Signature]  
Signature Christopher M. Burns, Regional Senior Vice President

List Property Owner Name and Mailing Address  
Duke Realty Limited Partnership  
200 Spectrum Center Drive, Suite 1600  
Irvine, CA 92618

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

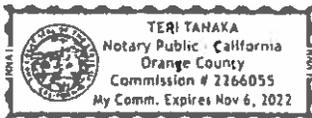
State of California

County of Orange }

On March 4, 2019 before me, Teri Tanaka, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Christopher M. Burns  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Teri Tanaka  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

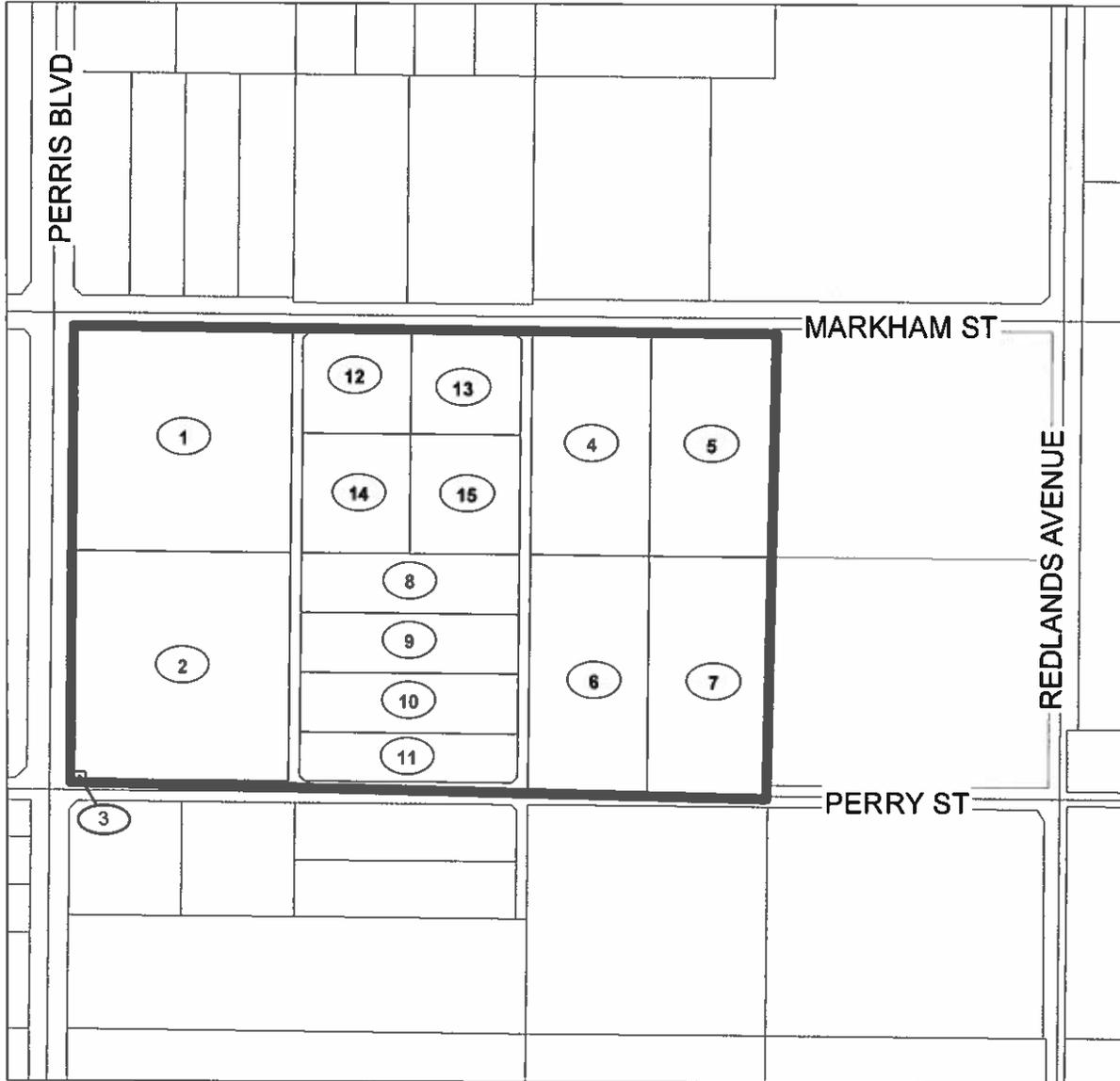
Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# EXHIBIT A TO CONSENT AND WAIVER FOR THE ANNEXATION OF PM 37304 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-120-004
2	302-120-006
3	302-120-010
4	302-120-011
5	302-120-012
6	302-120-013
7	302-120-014
8	302-120-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
9	302-120-016
10	302-120-017
11	302-120-018
12	302-120-019
13	302-120-020
14	302-120-021
15	302-120-022



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**RESOLUTION NUMBER XXXX**

**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 PM 37304 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1**

**WHEREAS**, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

**WHEREAS**, on the 11th day of June, 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number \_\_\_ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of PM 37304; and

**WHEREAS**, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

**WHEREAS**, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** The above recitals are true and correct, and are incorporated herein by this reference.

**Section 2.** That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

**Section 3.** That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

**Section 4.** That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

**Section 5.** That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 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, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of June, 2019, by the following called vote:

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

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

**RESOLUTION NUMBER XXXX**

**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 PM 37304 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 JULY 30, 2019**

**WHEREAS**, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "District"); and

**WHEREAS**, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

**WHEREAS**, on the 11th day of June, 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number \_\_\_ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

**WHEREAS**, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

**WHEREAS**, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

**WHEREAS**, the City now desires to declare its intention to annex certain property into the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, California, as follows:

**Section 1. Recitals.** The Recitals set forth above are true and correct, and are incorporated herein by this reference.

**Section 2. Description of Work:** That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex PM 37304 to the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of streetlight and traffic signal facilities as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

**Section 3. Location of Work:** The improvements to be maintained and serviced consist of the streetlights and traffic signals within said annexation.

**Section 4. Description of Assessment District:** That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PM 37304 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. \_\_\_\_\_, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

**Section 5. Report of Engineer:** The City Council of said City by Resolution Number \_\_\_\_\_ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PM 37304, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

**Section 6. Collection of Assessments:** The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$46.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

**Section 7. Time and Place of Public Hearing:** Notice is hereby given that on July 30, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

**Section 8. Landscaping and Lighting Act of 1972:** All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

**Section 9. Publication of Resolution of Intention:** The City Clerk shall cause this Resolution of Intention to be published one time as required by Section 22552 of the California Streets and Highways Code, occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**Section 10. Mailing of Notice:** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each

notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 11. Designation of Contact Person:** That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

**Section 12. Certification:** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 2019.

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Mayor, Michael M. Vargas

Attest:

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City Clerk, Nancy Salazar

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar



**CITY OF PERRIS**  
**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**MEETING DATE:** June 11, 2019

**SUBJECT:** Annexation of PM 37304 to Landscape Maintenance District No. 1

**REQUESTED ACTION:**

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PM 37304 and setting a public hearing date of July 30, 2019

**CONTACT:** Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:** Parcel Map ("PM") 37304 (Duke Perris) is a 54.70-acre industrial development located on the east side of Perris Boulevard between Perry Street and Markham Street. Parcel 1 (46.76 acres) is under the ownership of Duke Realty Limited Partnership and Parcel 2 (7.94 acres) is under the ownership of Coronado Stone. As a condition of approval, the project is required to annex into Landscape Maintenance District No. 1. This district was formed to finance the annual maintenance of landscape improvements installed in conjunction with new development.

In general, the landscaping, irrigation, and appurtenances to be maintained are the medians and parkways on Perris Boulevard, and parkways on Markham and on Perry Streets along the perimeter of PM 37304.

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**BUDGET (or FISCAL) IMPACT:** The current maximum annual assessment is \$27,793.60. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager 

Finance Director re

**Attachments:**

1. Resolution Ordering Preparation of the Engineer's Report
2. Engineer's Report
3. Resolution Preliminarily Approving Engineer's Report
4. Resolution of Intention to Annex PM 37304 to Landscape Maintenance District No. 1

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

**RESOLUTION NUMBER XXXX**

**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 145 (PM 37304) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

**WHEREAS**, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 145 therein (hereinafter referred to as the "Benefit Zone 145"); and

**WHEREAS**, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

**WHEREAS**, the City Council has heretofore appointed Habib Motlagh, the City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District Number 1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** The above recitals are true and correct, and are incorporated herein by this reference.

**Section 2.** That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

**Section 3.** That PM 37304 be defined as that area to be annexed to Benefit Zone 145, City of Perris Landscape Maintenance District Number 1.

**Section 4.** That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PM 37304, to Benefit Zone 145, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

**Section 5.** That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

**Section 6.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

**Section 7.** That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

**Section 8.** That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

**Section 9.** That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

**ADOPTED, SIGNED** and **APPROVED** this 11th day of June, 2019.

---

Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   ) §  
CITY OF PERRIS            )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

**AGENCY:** City of Perris

**PROJECT:** Annexation of PM 37304  
To Benefit Zone 145, Landscape Maintenance District No. 1

**TO:** City Council  
City of Perris  
State of California

**REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"**

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2019 to June 30, 2020, for that area to be known and designated as:

**"Annexation of PM 37304  
To Benefit Zone 145, Landscape Maintenance District No. 1"**

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 11th day of June, 2019.

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HABIB M. MOTLAGH, City Engineer  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30<sup>th</sup> day of July 2019, by adoption of Resolution \_\_\_\_ of the City Council.

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City Clerk  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 11th day of June, 2019.

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City Clerk  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

## Report

**PART 1.** **Plans and Specifications** for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, the landscaping, irrigation, and appurtenances to be maintained are along the frontage of PM 37304, as follows:

- Medians and parkways within Perris Boulevard, and
- Parkways within Markham Street and Perry Street.

Reference is made to the following:

- Landscaping plans and specifications for improvements along Parcel 1, PM 37304, as prepared by Hunter Landscape, that are entitled, "Off-site Landscape Improvement Plans for Duke Perris Logistics Center."
- Future landscaping plans and specifications for improvements along Parcel 2, PM 37304, and
- Plans and specifications, as prepared by Albert A. Webb Associates, that are entitled, "Street Improvement Plans for Duke Realty – Perris Boulevard & Markham Street."

Additional information on the location of the public improvements are as shown on the plans and specifications prepared by Thienes Engineering, Inc, that are entitled:

- "Street Improvement Plans, Perris Logistics Center, DPR 05-0192, Perris Boulevard", and
- "Street Improvement Plans, Perris Logistics Center, Perry Street, Perris Blvd and Markham St, DPR 05-0192 – Oakmont"

Also referenced are the landscaping plans and specifications for the Perris Boulevard medians, as prepared by Hunter Landscape, that are entitled, "Median Island Landscape, Perris Boulevard."

Upon final approval, plans and specifications for the improvements are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications will sufficiently show and describe the general nature, location and extent of all the improvements.

**PART 2.** **An Estimate** of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, water, electricity, materials and plant replacement, and appurtenances. Incidental costs include annual engineering, legal, City Clerk, Finance Department, and Public Works expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

Due to the soil, water, exposure, and pedestrian traffic, plant replacement in parkways is estimated at a 2% die-off rate at 2.5-feet on-center. For medians, plant replacement is estimated at a 3% die-off rate at 2.5-feet on-center. Tree trimming is scheduled to occur

every other year. Mulch is applied every three years and irrigation replacement/repairs are scheduled to occur every fifth year. Approximately 10% of the mortared rock will be replaced yearly and the safety edge is estimated to be replaced every ten (10) years.

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 145 (BZ 145).

The annual cost for maintenance of the public improvements is estimated as follows:

<u>Parkways</u>			<u>Unit</u>	<u>Years</u>	<u>Annual</u>
<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Cost</u>	<u>Occurrence</u>	<u>Cost</u>
Maintenance	6,176	SF	\$0.54	1	\$3,335.04
Plant Replacement	20	EA	15.75	1	315.00
Tree Trimming	155	EA	150.00	2	11,625.00
Irrigation Repairs and Replacement Fund	34,923	SF	0.06	5	419.08
Decomposed Granite	28,747	SF	0.50	5	2,874.70
Mulch	58	CY	30.00	3	<u>580.00</u>
<b>Subtotal Parkway Maintenance</b>					\$19,148.82
Incidentals					<u>\$3,829.87</u>
<b>Total Parkway Costs</b>					\$22,978.69

<u>Medians</u>			<u>Unit</u>	<u>Years</u>	<u>Annual</u>
<u>Item</u>	<u>Quantity</u>	<u>Unit*</u>	<u>Cost</u>	<u>Occurrence</u>	<u>Cost</u>
Maintenance	2,288	SF	\$0.54	1	\$1,235.52
Plant Replace	11	EA	15.75	1	173.25
Tree Trimming	25	EA	150.00	2	1,875.00
Irrigation Repairs and Replacement Fund	12,939	SF	0.06	5	155.27
Mulch	22	CY	30.00	3	220.00
Mortared Rock	10,651	SF	0.55	10	585.81
Safety Edge Replacement Fund	2,400	LF	15.75	10	<u>3,780.00</u>
<b>Subtotal Median Maintenance</b>					\$8,024.85
Incidentals					<u>\$1,604.97</u>
<b>Total Median Costs</b>					\$9,629.82

**\* Units Legend:**

- CY = Cubic Yard
- EA = Each
- LF = Lineal Feet
- SF =Square Feet

The median is in between BZ 145 and Benefit Zone 90. Therefore, the cost of the median maintenance is shared equally between the two zones such that parcels in BZ 145 will cover 50% of the annual assessment.

The total estimated cost of maintaining all the improvements in BZ 145 is summarized as follows:

<b>Improvement Category</b>	<b>Estimated Annual Cost</b>
Parkways	\$22,978.69
Medians	4,814.91
<b>Total Estimated Annual Cost</b>	<b>\$27,793.60</b>

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$13,896.80.

The property owner shall be responsible for the maintenance and upkeep of the public parkway landscaping set forth herein for a period of one year after acceptance of the improvements by the City of Perris. Benefit Zone 145, for the fiscal year commencing July 1, 2019 to June 30, 2020, will incur zero costs.

**PART 3.** The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of Benefit Zone 145, as shown on the Diagram, enclosed herein as Part 4.

The area within Benefit Zone 145 specifically benefits from the maintenance of parkways and medians along the streets that provide ingress and egress to Benefit Zone 145. PM 37304 is conditioned for the improvement of certain parkways and medians as a requirement for development.

The method of assessment is based on units, with the benefit units assigned to the net area within Benefit Zone 145. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 145, are listed as follows:

<b>Parcel</b>	<b>Acreage/ Benefit Units</b>	<b>Estimated Maximum Annual Assessment</b>		
		<b>Parkways</b>	<b>Medians</b>	<b>Total</b>
PM 37304, Parcel 1	46.76	\$19,643.21	\$4,116.00	\$23,759.21
PM 37304, Parcel 2	7.94	3,335.48	698.91	4,034.39
<b>Totals</b>	<b>54.70</b>	<b>\$22,978.69</b>	<b>\$4,814.91</b>	<b>\$27,793.60</b>

The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 145 is equal to \$508.11 per benefit unit.

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Attachment No. 1.

**PART 4.** **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of PM 37304. Said boundary is designated as "Diagram of Annexation of PM 37304 to Benefit Zone 145, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

**PART 5.** **A Consent and Waiver for Annexation** to the District has been signed by the owner of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.

**Assessment Roll  
Annexation of PM 37304  
To Benefit Zone 145,  
Landscape Maintenance District No. 1, City of Perris**

<u>Assessment Number</u>	<u>Description</u>	<u>Assessor Parcel Numbers</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2019/2020</u>
1	PM 37304, Parcel 1	See Below	\$23,759.21	\$0.00
2	PM 37304, Parcel 2	See Below	\$4,034.39	\$0.00

**ASSESSOR'S PARCEL NUMBERS**

302-120-004

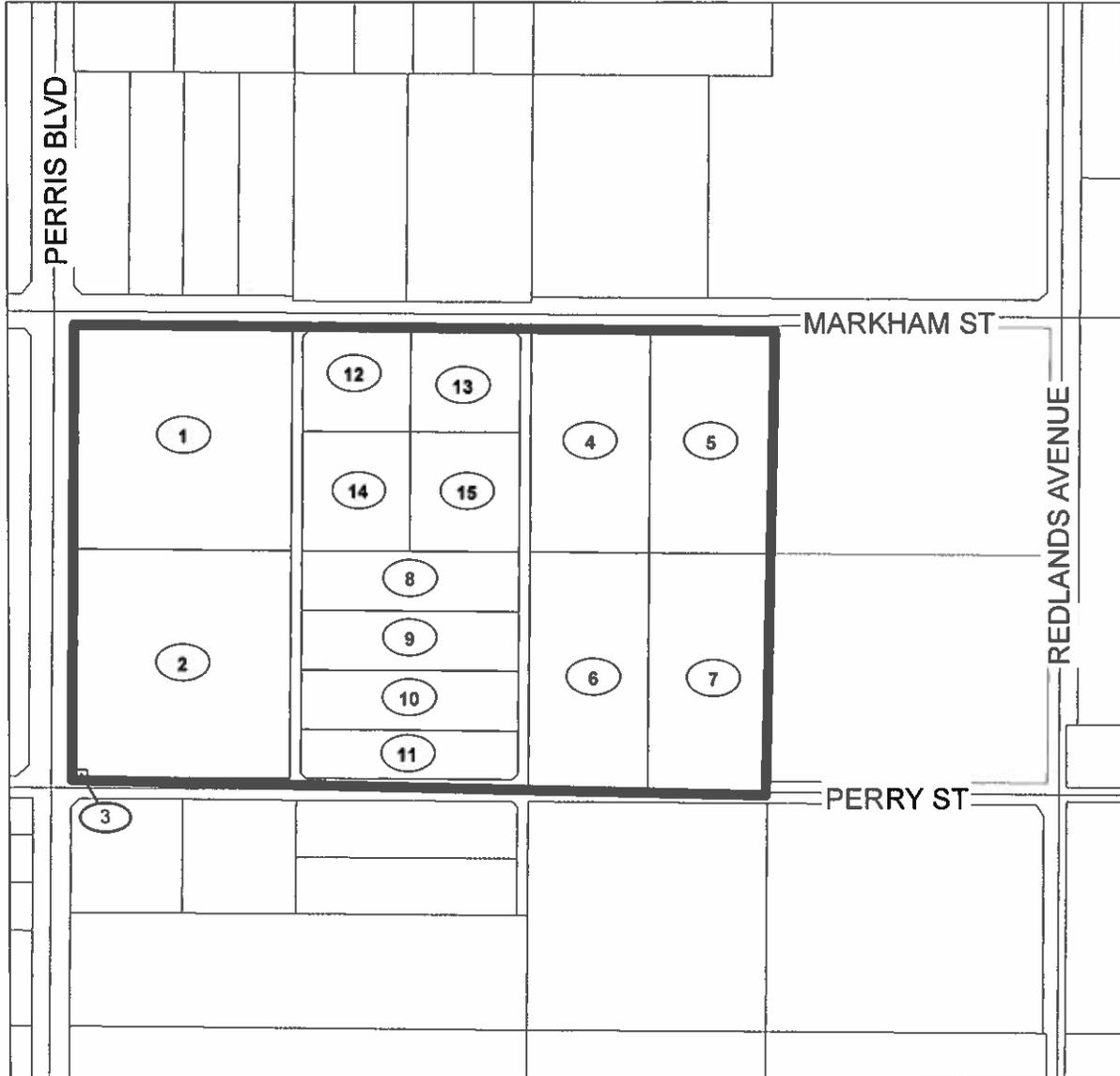
302-120-006

302-120-010 THRU 302-120-022

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

# DIAGRAM OF ANNEXATION OF PM 37304 TO BENEFIT ZONE 145 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-120-004
2	302-120-006
3	302-120-010
4	302-120-011
5	302-120-012
6	302-120-013
7	302-120-014
8	302-120-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
9	302-120-016
10	302-120-017
11	302-120-018
12	302-120-019
13	302-120-020
14	302-120-021
15	302-120-022



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**CONSENT AND WAIVER TO ANNEXATION**

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "Maintenance Districts"); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer's "Report" pertaining to the annexation of the undersigned's property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit "A" attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: March 4, 2019

By: Duke Realty Limited Partnership, an Indiana limited partnership

By: Duke Realty Corporation, its general partner

By: [Signature]

Signature

Christopher M. Burns, Regional Senior Vice President

List Property Owner Name and Mailing Address

Duke Realty Limited Partnership

200 Spectrum Center Drive, Suite 1600

Irvine, CA 92618

Please have notarized

ATTACHMENT 3-1

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Orange }

On March 4, 2019 before me, Teri Tanaka Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Christopher M. Burns  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Teri Tanaka  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

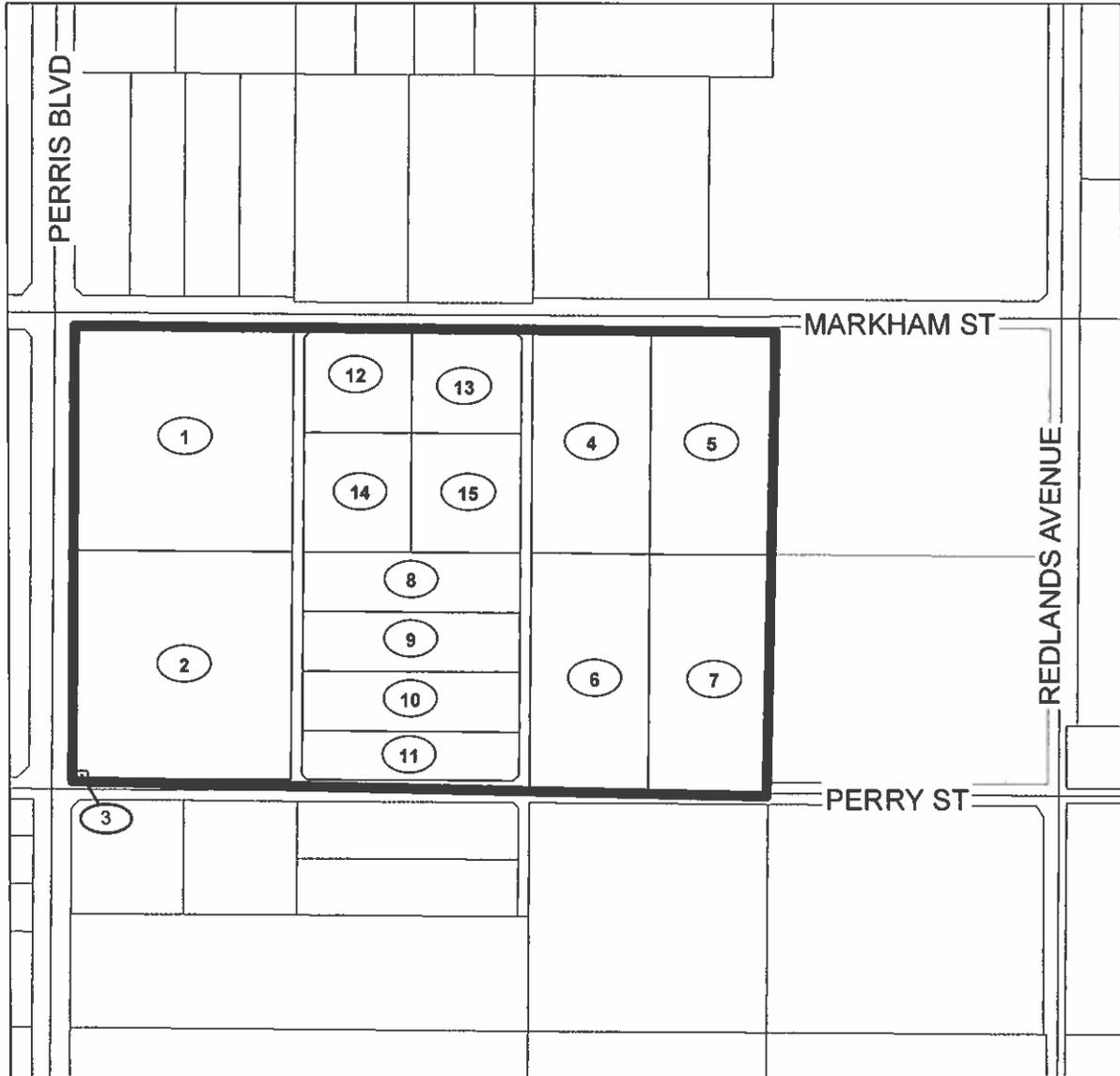
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

# EXHIBIT A TO CONSENT AND WAIVER FOR THE ANNEXATION OF PM 37304 TO BENEFIT ZONE 145 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-120-004
2	302-120-006
3	302-120-010
4	302-120-011
5	302-120-012
6	302-120-013
7	302-120-014
8	302-120-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
9	302-120-016
10	302-120-017
11	302-120-018
12	302-120-019
13	302-120-020
14	302-120-021
15	302-120-022



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**RESOLUTION NUMBER XXXX**

**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 PM 37304 TO BENEFIT ZONE 145, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1**

**WHEREAS**, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 145 therein (hereinafter referred to as the "Benefit Zone 145"); and

**WHEREAS**, on the 11th day of June 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number \_\_\_\_\_ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of PM37304 to Benefit Zone 145; and

**WHEREAS**, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

**WHEREAS**, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

**Section 3.** That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

**Section 4.** That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

**Section 5.** That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 2019.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

*RESOLUTION NUMBER XXXX*  
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss  
CITY OF PERRIS )

*Page 3*

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

**RESOLUTION NUMBER XXXX**

**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 145, 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 145, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37304 TO BENEFIT ZONE 145, 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 JULY 30, 2019**

**WHEREAS**, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 145 therein (hereinafter referred to as the "Benefit Zone 145"); and

**WHEREAS**, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

**WHEREAS**, on the 11th day of June 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number \_\_\_ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

**WHEREAS**, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

**WHEREAS**, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

**WHEREAS**, the City now desires to declare its intention to annex certain property into Benefit Zone 145 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, California, as follows:

**Section 1. Recitals.** The Recitals set forth above are true and correct, and are incorporated herein by this reference.

**Section 2. Description of Work:** That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex PM 37304 to Benefit Zone 145 of the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of landscaping as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

**Section 3. Location of Work:** The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting PM 37304. The landscaping, irrigation, and appurtenances to be maintained are within the medians and parkways of Perris Boulevard; and, parkways within Markham & Perry Streets along the frontage of PM 37304.

**Section 4. Description of Assessment District:** That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PM 37304 to Benefit Zone 145, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No \_\_\_\_, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

**Section 5. Report of Engineer:** The City Council of said City by Resolution Number \_\_\_\_ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PM 37304 to Benefit Zone 145, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

**Section 6. Collection of Assessments:** The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$508.11 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

**Section 7. Time and Place of Public Hearing:** Notice is hereby given that on July 30, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

**Section 8. Landscaping and Lighting Act of 1972:** All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

**Section 9. Publication of Resolution of Intention:** The City Clerk shall cause this Resolution of Intention to be published one time as required by 22552 of the California Streets and Highways Code, with the publication occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments.

The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

**Section 10. Mailing of Notice:** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 11. Designation of Contact Person:** That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

**Section 12. Certification:** The City Clerk shall certify to the adoption of this Resolution.

***ADOPTED, SIGNED and APPROVED*** this 11th day of June, 2019.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

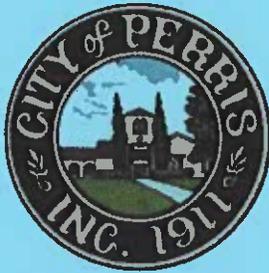
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Annexation of PM 37304 to Flood Control Maintenance District No. 1 ("FCMD 1")

**REQUESTED ACTION:** Adoption of Resolution of Intention to Annex PM 37304 to FCMD 1 and set a public hearing date of July 30, 2019

**CONTACT:** Habib Motlagh, City Engineer

**BACKGROUND/DISCUSSION:** Parcel Map ("PM") 37304 (Duke Perris) is a 54.70-acre industrial development located on the east side of Perris Boulevard between Perry Street and Markham Street. Parcel 1 (46.76 acres) is under the ownership of Duke Realty Limited Partnership and Parcel 2 (7.94 acres) is under the ownership of Coronado Stone. As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of flood control improvements installed in conjunction with new development.

The improvements to be maintained under Benefit Zone 111 include catch basins, 18-, 24- and 30-inch reinforced concrete (RCP) storm drain pipes; and, appurtenances, all located within the public right-of-way. Improvements are to be maintained by Benefit Zone 111 in perpetuity.

**BUDGET (or FISCAL) IMPACT:** The maximum annual assessment is \$4,439.38. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Attachments:  
 1. Engineer's Report

**2. Resolution of Intention to Annex PM 37304 to Flood Control MD No. 1**

**Consent:**

**Public Hearing:**

**Business Item:**

**Presentation:**

**Other:**

**AGENCY:** City of Perris

**PROJECT:** Annexation of PM 37304  
To Benefit Zone 111, Flood Control Maintenance District No. 1

**TO:** City Council  
City of Perris  
State of California

**REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"**

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2019 to June 30, 2020, for that area to be known and designated as:

**"Annexation of PM 37304  
To Benefit Zone 111, Flood Control Maintenance District No. 1"**

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 11<sup>th</sup> day of June 2019.

---

HABIB M. MOTLAGH, City Engineer  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 30<sup>th</sup> day of July 2019, by adoption of Resolution \_\_\_\_ of the City Council.

---

NANCY SALAZAR, City Clerk  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 11<sup>th</sup> day of June 2019.

---

NANCY SALAZAR, City Clerk  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

## Report

**PART 1.** A **General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect PM 37304 from inundation. These public improvements channel, contain and convey the storm flow to the Perris Storm Drain Channel.

The improvements to be maintained under Benefit Zone 111 include catch basins, 18-, 24- and 30-inch reinforced concrete (RCP) storm drain pipes; and, appurtenances, all located within the public right-of-way. Improvements are to be maintained by Benefit Zone 111 in perpetuity.

Maintenance and upkeep of these storm drainage facilities includes, but is not limited to, grading, general cleanup and debris removal, inspections, stenciling, replacement and repairs. Annual photo documentation is scheduled to take place, along with silt removal as required. Depending on that year's storm drain flow and the level of debris in the flow, a system cleaning may be required after the first rain and again during or at the end of the rainy season.

It is noted that all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

**PART 2.** **Plans and Specifications** for the improvements to be maintained for a fiscal year have been approved by the City of Perris. The improvements are identified on the plans and specifications prepared by Albert A. Webb Associates that are entitled:

- "Street Improvement Plans for Duke Realty – Perris Boulevard & Markham Street, City of Perris, County of Riverside" and,
- "Street Improvement Plans for Perris Circle Industrial Park – TPM 36540, City of Perris, California – DPR No. 13-02-0005" and,

Additional reference on the location of public improvements are as shown on the plans and specifications prepared by Thienes Engineering, Inc. that are entitled "MDP E-11."

The plans and specifications have been approved by both the City Engineer for the City of Perris and the Chief Engineer for the Riverside County Flood Control and Water Conservation District (RCFC&WCD) and are on file in the City of Perris Office of Community Development. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

**PART 3.** An Estimate of the cost for the public improvements to be maintained and/or improved for a given fiscal year includes labor, equipment, materials, and appurtenances. Incidentals include annual engineering, legal, City Clerk, and finance expenses to the District, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The maximum annual assessment is based on the estimated cost of maintaining the facilities. The estimated annual cost for maintenance of the facilities, , is listed below.

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Annual Cost</u>
Catch Basins	1	Lump Sum	\$798.00
RCP Storm Drain Pipes	1	Lump Sum	2,901.48
<b>Subtotal</b>			<u>\$3,699.48</u>
Incidentals			<u>739.90</u>
<b>Estimated BZ 111 Annual Costs</b>			<b>\$4,439.38</b>

With service intervals and staggered maintenance operations, revenue requirements for maintenance will fluctuate year to year. Each year's maintenance operations will be funded by that year's assessment plus the fund balance remaining from prior year assessments.

Zero costs will be assessed to Benefit Zone 111 for the fiscal year commencing July 1, 2019 to June 30, 2020.

**PART 4** The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 111. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with benefit units assigned to the net area within Benefit Zone 111. The Benefit Units assigned, and corresponding current maximum annual assessment, are listed as follows:

<u>Parcel</u>	<u>Acreage / Benefit Units</u>	<u>Estimated Maximum Annual Assessment</u>
PM 37304, Parcel 1	46.76	\$3,794.98
PM 37304, Parcel 2	<u>7.94</u>	<u>644.40</u>
	<b>54.70</b>	<b>\$4,439.38</b>

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$2,219.69.

**PART 5.** **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with PM 37304. Said boundary is designated as "Diagram of Annexation of PM 37304 to Benefit Zone 111, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

**PART 6.** **A Petition for Annexation to the District** has been signed by the owner of the area within the proposed annexation. Said petition is included herein as Attachment No. 3.

**Assessment Roll**  
**Annexation of PM 37304**  
**To Benefit Zone 111,**  
**Flood Control Maintenance District No. 1, City of Perris**

<b><u>Assessment Number</u></b>	<b><u>Description</u></b>	<b><u>Assessor Parcel Numbers</u></b>	<b><u>Estimated Annual Assessment</u></b>	<b><u>Fiscal Year 2019/2020</u></b>
1	PM 37304, Parcel 1	See Below	\$3,794.98	\$0.00
2	PM 37304, Parcel 2	See Below	<u>644.40</u>	<u>0.00</u>
	<b>Total</b>		<b>\$4,439.38</b>	<b>\$0.00</b>

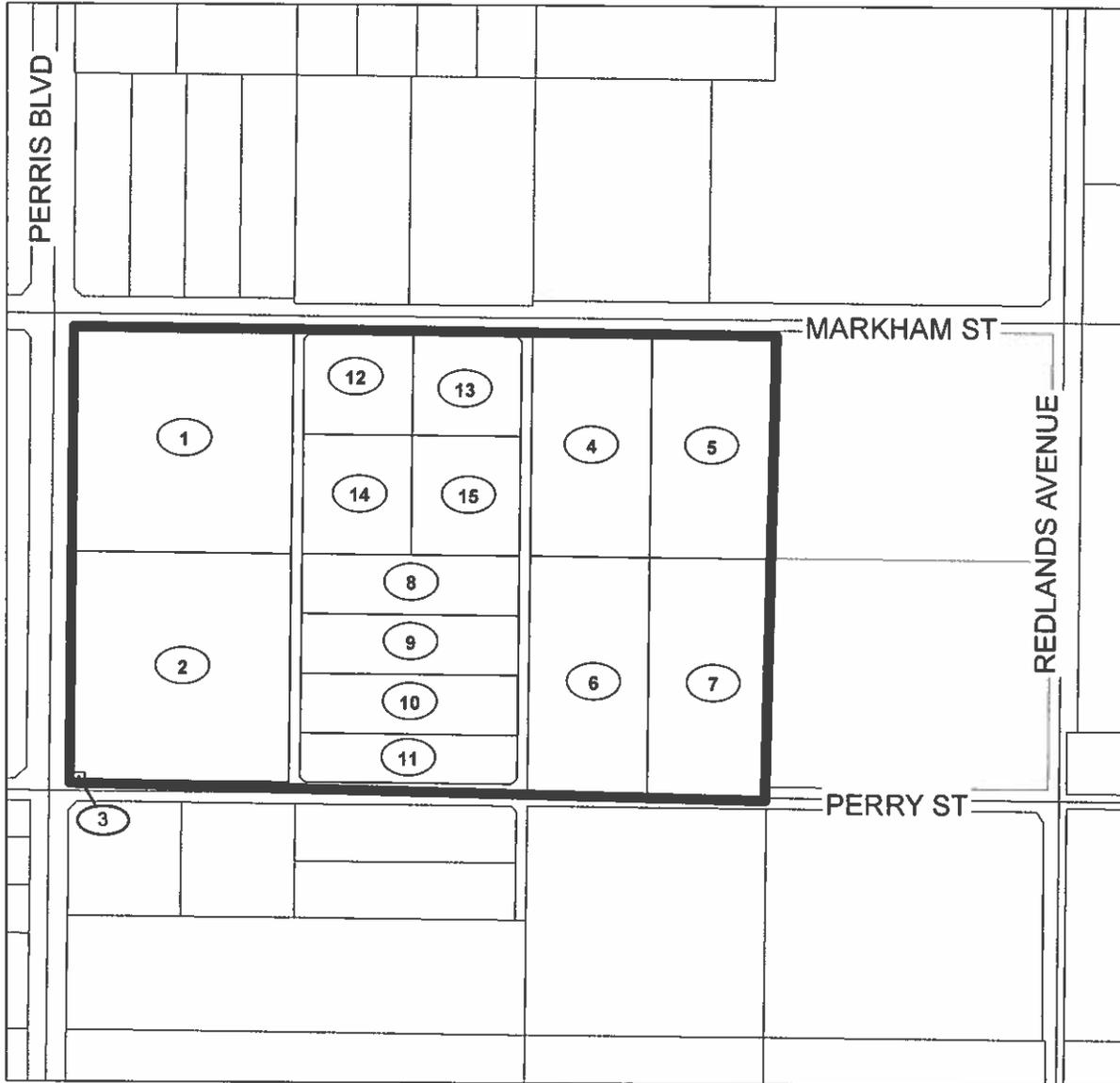
**ASSESSOR'S PARCEL NUMBERS**

302-120-004  
302-120-006  
302-120-010 THRU 302-120-022

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

# DIAGRAM OF ANNEXATION OF PM 37304 TO BENEFIT ZONE 111 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- ANNEXATION BOUNDARY
- 1 MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-120-004
2	302-120-006
3	302-120-010
4	302-120-011
5	302-120-012
6	302-120-013
7	302-120-014
8	302-120-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
9	302-120-016
10	302-120-017
11	302-120-018
12	302-120-019
13	302-120-020
14	302-120-021
15	302-120-022



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO  
FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS**

**BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS,  
STATE OF CALIFORNIA**

In the matter of the proposed )  
Annexation to City of Perris )  
Flood Control Maintenance District No. 1 )

TO: The City Council of the City of Perris

We, the undersigned, hereby:

- (1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.
- (4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: March 4, 2019

By: Duke Realty Limited Partnership, an Indiana limited partnership

By: Duke Realty Corporation, its general partner

By: 

Signature

Christopher M. Burns, Regional Senior Vice President

List Property Owner Name and Mailing Address

Duke Realty Limited Partnership

200 Spectrum Center Drive, Suite 1600

Irvine, CA 92618

Please have notarized

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

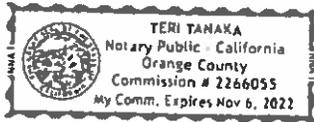
State of California

County of Orange }

On March 4, 2019 before me, Teri Tanaka, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Christopher M. Burns  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Teri Tanaka  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

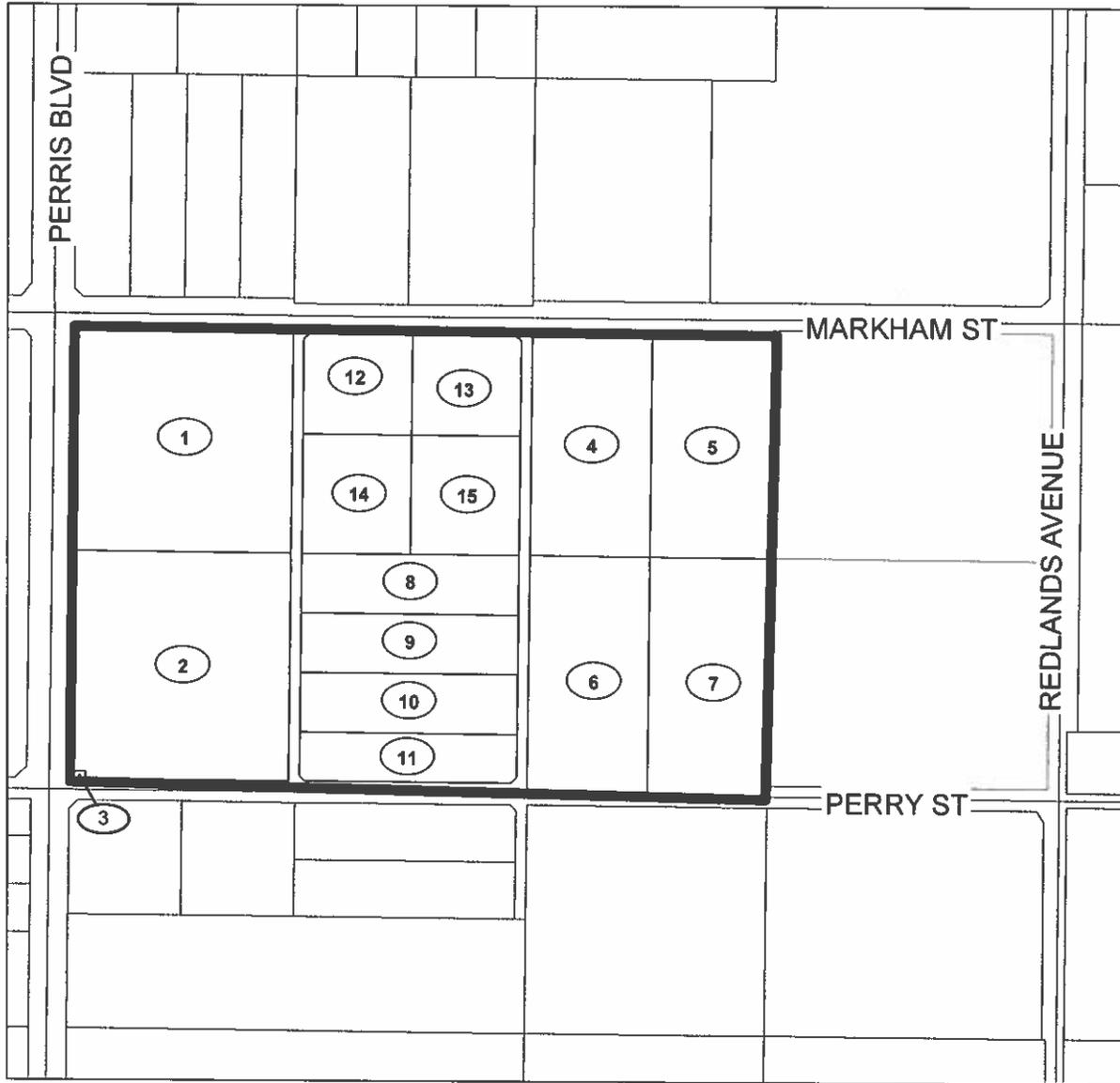
Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# EXHIBIT A TO PETITION FOR THE ANNEXATION OF PM 37304 TO BENEFIT ZONE 111 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-120-004
2	302-120-006
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6	302-120-013
7	302-120-014
8	302-120-015

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
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10	302-120-017
11	302-120-018
12	302-120-019
13	302-120-020
14	302-120-021
15	302-120-022



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**RESOLUTION NUMBER XXXX**

**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 PM 37304 TO BENEFIT ZONE 111, 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 JULY 30, 2019**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of Benefit Zone 111 ("BZ 111") located at Perris Boulevard between Perry Street and Markham Street through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

**WHEREAS**, Duke Realty L.P. (the "Owner") has presented signed petitions to the City Council requesting the annexation of PM 37304 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within BZ 111; and

**WHEREAS**, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within BZ 111; and

**WHEREAS**, to accomplish such purposes, the City Council proposes to annex Assessor Parcel Numbers 302-120-004, 302-120-006, and 302-120-010 thru 302-120-022 to Benefit Zone 111, Flood Control Maintenance District No. 1.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, California, as follows:

**Section 1.** The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

**Section 2.** Maintenance of the improvements will be of direct benefit to parcels within BZ 111 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of PM 37304 to

Benefit Zone 111, Flood Control Maintenance District No. 1” on file in the office of the City Clerk of the City of Perris, California.

**Section 3.** At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the “Engineer’s Report”) pursuant to the Act, Government Code Section 53753 and Article XIID of the Constitution of the State of California, containing the following:

- a. A description of the service proposed to be financed through the revenue derived from the benefit assessments.
- b. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor’s parcel number or Tract Map number shall be a sufficient description of the parcel.
- c. The amount of the proposed assessment for each parcel.
- d. The basis and schedule of the assessments.
- e. Other such matters as the Assessment Engineer shall deem appropriate.

**Section 4.** On the 30th day of July, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

**Section 5.** The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer’s Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris City News, a newspaper of general circulation within the area of benefit. The notice shall be 1/8 of a page in size and contain the following information:

- a. The amount of the assessment.
- b. The purpose of the assessment.
- c. The total estimated assessments expected to be generated annually.
- d. The method and frequency for collecting the assessment.
- e. The date, time, and location of the public hearing.
- f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

**Section 6.** The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer’s Report by posting a copy of this resolution in three public places within the City of Perris.

**Section 7.** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council

will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 8.** That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 2019.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

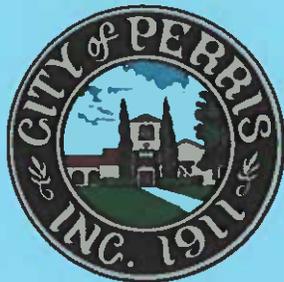
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019  
**SUBJECT:** **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 30**  
 Project: Cali Express Car Wash (CUP 16-05258)  
 Owner(s): Perris Car Wash, Inc.  
 APN: 302-060-040

**REQUESTED ACTION:** **Adopt a Resolution of Intention to Annex Territory to CFD 2001-3**

**CONTACT:** Ron Carr, Interim Finance Director

### BACKGROUND/DISCUSSION:

In early 2002, the City Council formed Community Facilities District 2001-3 (North Perris Public Safety) (the “Original District”), for the purpose of paying for additional public safety and fire protection services within the area services by the Original District. On June 10, 2002, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. The Original District encompassed certain developments, including the “Villages of Avalon” and “May Farms” developments. Subsequently, several other developments were annexed to the District and adopted the special taxes to be levied therein (the “Annexations” and, together with the Original District, the “District”). Other development and commercial projects in the City will be annexed to the District in the future.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for July 30, 2019 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2019-20 is \$350.05 for Single-Family Residential Units, \$70.01 for Multi-Family Residential Units, and \$1,400.24 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2019-2020, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

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**BUDGET (or FISCAL) IMPACT:**

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

Perris CFD 2001-3 Annex 30 Resolution of Intention

Consent: x  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**RESOLUTION NUMBER XXXX**

**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 [CALI EXPRESS CAR WASH (CUP 16-05258)-  
OWNER: PERRIS CAR WASH, INC.] [ANNEXATION NO. 30]**

**WHEREAS**, the City Council (the "Council") of the City of Perris, California (the "City"), on December 11, 2001, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

**WHEREAS**, on January 29, 2002, the Council adopted Resolution No. 2912 ("Resolution 2912") which established the District and called an election within the District on the proposition of levying a special tax; and

**WHEREAS**, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 2912 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

**WHEREAS**, the Council has heretofore adopted an Ordinance (the "Ordinance") which provided for the levying and collection of special taxes (the "Special Taxes") within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

**WHEREAS**, a petition (the "Petition") requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the "Property") as more fully described in Exhibit "B", attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

**WHEREAS**, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

**WHEREAS**, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, California, as follows:

**Section 1.** That the above recitals are all true and correct.

**Section 2.** It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 30 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

**Section 3.** It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 2912 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

**Section 4.** It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment

of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

**Section 5.** Notice is hereby given that on the 30<sup>th</sup> day of July 2019, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

**Section 6.** Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

**Section 7.** If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

**Section 8.** The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

**Section 9.** The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

**Section 10.** This Resolution shall take effect immediately upon its adoption.

***ADOPTED, SIGNED and APPROVED*** this 11<sup>th</sup> day of June, 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, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11<sup>th</sup> day of June, 2019, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

City Clerk, Nancy Salazar

**Exhibit A**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
NORTH PERRIS PUBLIC SAFETY**

**SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

**A. BASIS OF SPECIAL TAX LEVY**

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**B. DEFINITIONS**

**Act** means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

**Administrative Expenses** means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the District as determined by the Finance Director.

**Annual Cost(s)** means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

**Annual Tax Escalation Factor** means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

**Base Year** means Fiscal Year ending June 30, 2006.

**City** means the City of Perris, California.

**Council** means the City Council of the City of Perris as the legislative body for the District under the Act.

*RESOLUTION NUMBER XXXX*

**County** means the County of Riverside, California.

**Developed Parcel** means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

**District** means the Community Facilities District No. 2001-3, (“CFD 2001-3), North Perris Public Safety of the City of Perris.

**Exempt Parcel** means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

**Finance Director** means the Finance Director for the City of Perris or his or her designee.

**Fiscal Year** means the period starting July 1 and ending the following June 30.

**Maximum Special Tax** means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

**Maximum Special Tax Rate** means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

**Maximum Special Tax Revenue** means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

**Multi-Family Residential Unit** means each multi-family attached residential unit located on a Developed Parcel.

**Non-Residential Acres** means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor’s parcel map.

**Non-Residential Parcel** means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

**Parcel** means a lot or parcel shown on an assessor’s parcel map with an assigned assessor’s parcel number located in the District based on the last equalized tax rolls of the County.

*RESOLUTION NUMBER XXXX*

**Police & Fire Protection Program** means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of the District if the District were not in existence.

**Residential Parcel** means a Developed Parcel for which a building permit(s) was issued for residential use.

**Single-Family Residential Unit** means a Developed Parcel used for single-family detached residential development.

**Special Tax(es)** means any tax levy under the Act in the District.

**Taxable Property** means every Residential Parcel and Non-Residential Parcel.

**C. DURATION OF THE SPECIAL TAX**

Duration of Special Tax for Taxable Property in the District shall remain subject to the Special Tax in perpetuity.

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

**2. Maximum Special Tax Rates**

**TABLE 1**  
**Maximum Special Tax Rate for Developed Property in**  
**Community Facilities District No. 2001-3**  
**Fiscal Year 2005/06**

<b>Tax Status</b>	<b>Base Year Maximum Special Tax Rate</b>	<b>Tax Levy Basis</b>
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

On July 1st of each fiscal year, commencing July 1, 2006, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

**E. SETTING THE ANNUAL SPECIAL TAX LEVY**

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section A.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

**F. ADMINISTRATIVE CHANGES AND APPEALS**

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the District.

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

**Exhibit B**

**COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 30**

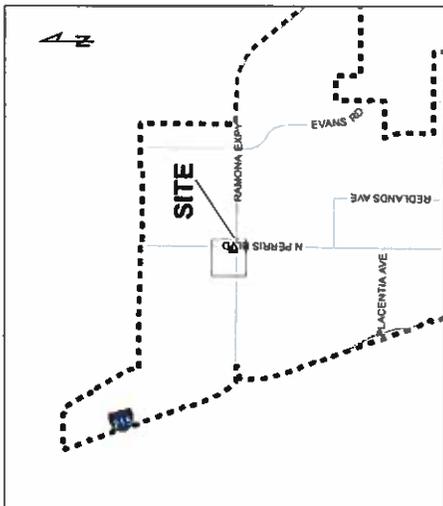
**BOUNDARY MAP**

**[See Attached]**

# ANNEXATION MAP NO. 30 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

VICINITY MAP



FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 30, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK \_\_\_\_\_  
CITY OF PERRIS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS (AT PAGE(S) \_\_\_\_\_), IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDAMA, ASSESSOR-COUNTY CLERK-RECORDER

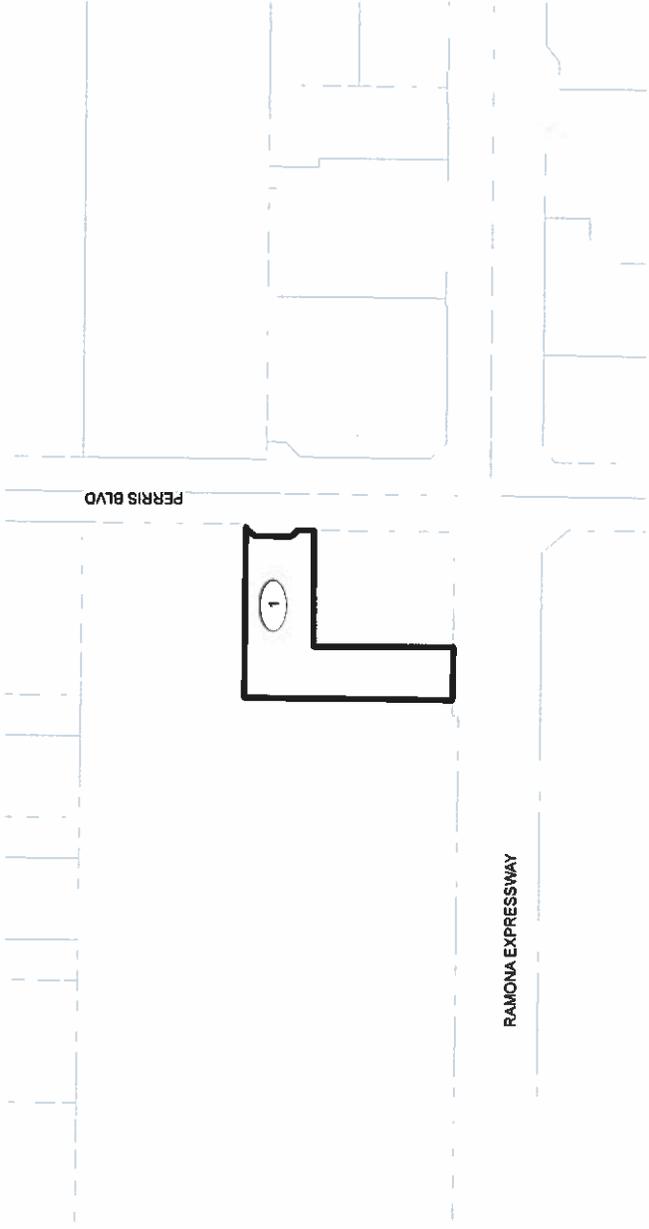
BY DEPUTY \_\_\_\_\_  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 19, 2001, IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-060-040



**Legend**

- PROPOSED ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

RAMONA EXPRESSWAY

PERRIS BLVD



27068 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 587-3500



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** 2019 CDBG Citywide Pedestrian Improvements Project

**REQUESTED ACTION:** Adopt the Plans and Specifications for the 2019 CDBG Citywide Pedestrian Improvements Project, Award Contract to D'Ybanag Construction Company for sum of \$331,380 including 25% for soft costs and construction contingencies and Reject All Other Bids

**CONTACT:** Habib Motlagh, City Engineer

**BACKGROUND/DISCUSSION:** On May 16, 2019, twelve bids were submitted and revealed via Active Bidder for the 2019 CDBG Citywide Pedestrian Improvements Project. Bids ranged from \$331,380.00 and \$599,597.00 (the Engineer's Estimate was \$375,000). The low bid was submitted by D'Ybanag Construction Company of Perris, CA.

D'Ybanag Construction Company has completed similar curb, gutter, sidewalk, driveway approach, and curb ramp installation projects for various agencies in Southern California. City staff called references from nearby local agencies and the reviews were mixed. Some common issues stated by City of Corona and City of Carlsbad staff were that they cut corners with construction and asked for change orders for work that was included in original bid specifications. The City of Inglewood staff were happy with their work.

City staff met with D'Ybanag Construction Company on May 24, 2019 to discuss project and concerns at the proposed project sites. After the meeting, City staff feels comfortable that the contractor understands the scope of work and can finish the project with proper inspection and supervision.

Construction is planned to begin mid-June and 60 calendar days have been allotted to complete the project. This project is funded by Community Development Block Grant (CDBG), Measure A, and Gas Tax. Staff recommends Council adopt the plans and specifications, award the project to D'Ybanag Construction Company.

**BUDGET (or FISCAL) IMPACT:** Adopted Capital Improvements Program Sheet S-115 identifies adequate funds to complete project including 25% construction contingency.

Prepared by:

**REVIEWED BY:**

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

Attachments: CIP Sheet S-115  
Bid Results  
Project Exhibits

Consent: Yes  
Public Hearing:  
Business Item:  
Presentation:  
Other:

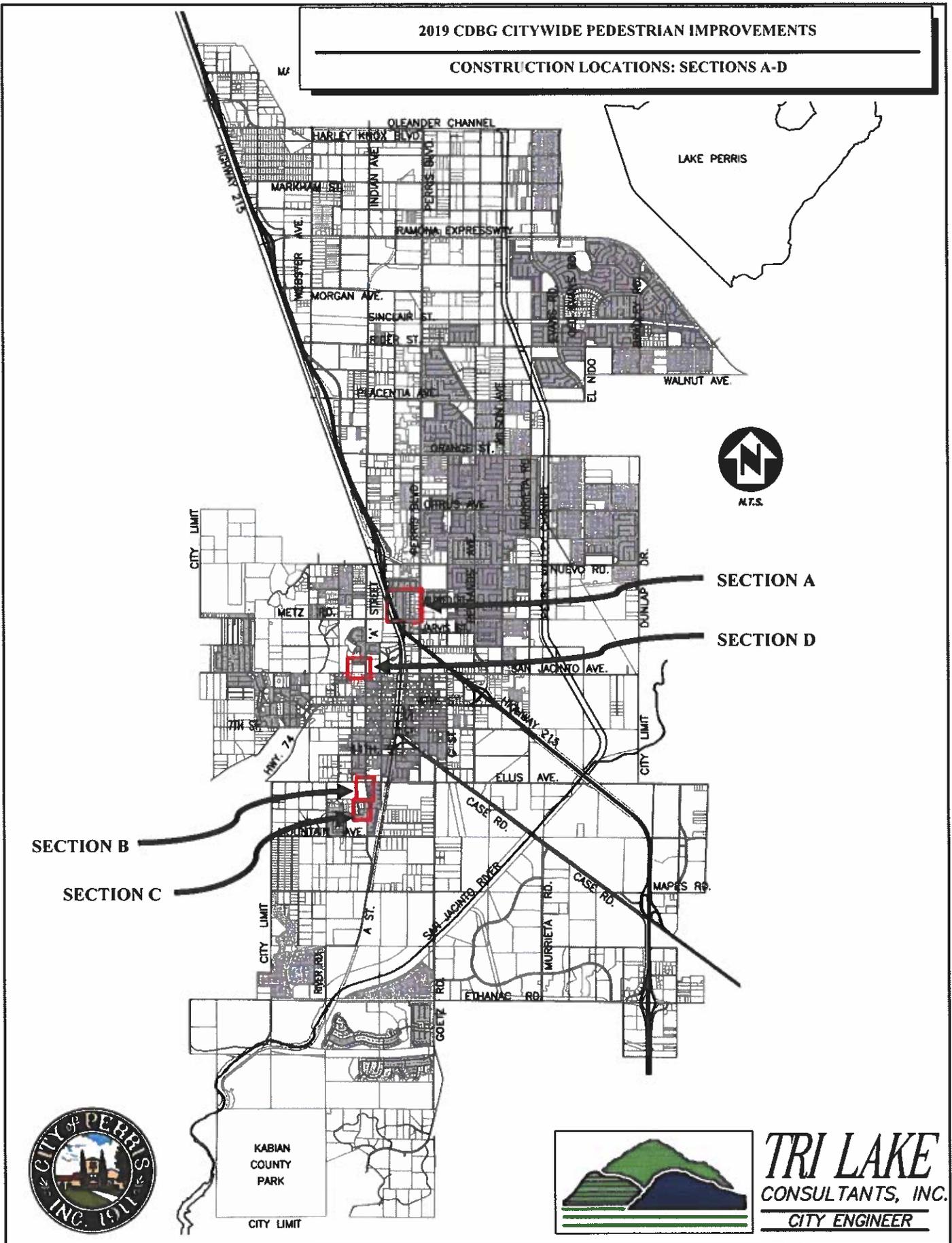


<b>Apparent Low Bidder</b>	<b>Phone</b>	<b>Bid Amount</b>
D'Ybanag Construction Company 24930 State Highway 74 Perris CA 92570 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	9516570003	\$331,380
<b>Bidder</b>		
D'Ybanag Construction Company 24930 State Highway 74 Perris CA 92570 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	9516570003	\$331,380
Icpaving & sealing inc 330 RANCHEROS DRIVE STE.208 SAN MARCOS CA 92069 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	760 752 1743	\$388,008
Universal Concrete Construction 81857 Villa Reale Dr. Indio ca 92203 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	760-984-9262	\$418,600
EBS GENERAL ENGINEERING, INC. 1320 E. Sixth St. 100 Corona CA 92879 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	(951) 279-6869	\$432,869
Hardy & Harper, Inc. 32 Rancho Circle. Lake Forest CA 92630 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	714-444-1851	\$465,010
Greers Contracting & Concrete Inc. 21490 Garfield Rd Perris CA 92570 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	951-233-6439	\$470,658
ONYX PAVING COMPANY INC. 2890 E. LA CRESTA AVE ANAHEIM CA 92806 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	7146326699	\$477,000
All American Asphalt 400 E 6th St. Corona Corona 92878-2229 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	(951) 736-7600	\$550,848
CT&T Concrete Paving, Inc. 324 S Diamond Bar Blvd. PMB 275 Diamond Bar , CA 91765 Diamond Bar state 91765 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	9096298000	\$553,780
Gentry General Engineering Inc. 9277 Archibald Ave Rancho Cucamonga CA 91730 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	1(909) 330-1128	\$570,111
Vido Samarzich Inc 6829 Billings Place Rancho Cucamonga CA 91701 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	9099876377	\$593,250

Bidder	Phone	Bid Amount
Calpromax Engineering, Inc. 650 N. Rose Dr. #186 Placentia CA 92870 <a href="#">View Subcontractors</a>   <a href="#">View Line Items</a>	714-573-4599	\$599,597
<b>Incomplete Submissions</b>	<b>Phone</b>	<b>Bid Amount</b>

2019 CDBG CITYWIDE PEDESTRIAN IMPROVEMENTS

CONSTRUCTION LOCATIONS: SECTIONS A-D

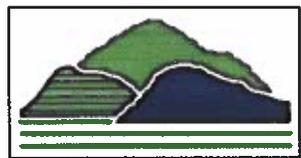


SECTION A  
SECTION D

SECTION B  
SECTION C



KABAN COUNTY PARK  
CITY LIMIT



**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER

## Section A



- INSTALL CONCRETE SIDEWALK (5.5 FT WIDE)
- REMOVE EXISTING & INSTALL 6" CURB & GUTTER (RCTD STD. 200)
- REMOVE EXISTING & INSTALL CONCRETE RESIDENTIAL DRIVEWAY (RCTD STD 213) AND CURB & GUTTER ASSOCIATED WITH DRIVEWAY
- REMOVE EXISTING & INSTALL CURB RAMP (RCTD STD. 403)
- REMOVE EXISTING & INSTALL NEW 10FT WIDE CROSS GUTTER. GRADE TO DRAIN (RIV. CO. STD. 209)

**NOTE:**  
 CONTRACTOR IS REQUIRED TO MATCH INTO EXISTING SIDEWALK, DRIVEWAYS, RAMPS, ETC. (SAW-CUT WHEN NEEDED). CONTRACTOR TO PROTECT IN PLACE OR REMOVE & RELOCATE POSTS, MAILBOXES, HYDRANTS, ETC. TO MAINTAIN A 36" MINIMUM CLEARANCE PATHWAY. CONTRACTOR TO ADJUST TO GRADE ALL WM'S, WV'S, MH'S, ETC.



## Section B

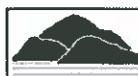


- INSTALL CONCRETE SIDEWALK (6 FT WIDE)
- INSTALL ASPHALT DRIVEWAY
- 6" P.C.C.
- ASPHALT CONCRETE DIKE
- STRIPE 6" WHITE RIGHT EDGE LINE
- INSTALL CLASS 1 WHITE FLEXIBLE POST PER CLATRANS STD. A73C

**CONSTRUCTION NOTES:**

- ① Construct 4" thick PCC per RCTD STD. No. 400 & 401.
- ② Construct a 6" thick concrete sidewalk over compacted native.
- ③ Construct 12" thick, Rip-Rap (4"-8" rock size). Area as shown. Maintain street flow line. Construct Rip-Rap over 6" of sand.
- ④ Construct 6" asphalt concrete Dike per RCTD STD. 212
- ⑤ Construct 5" thick A.C. pavement over compacted native base (driveway).
- ⑥ Stripe 6" white right edge line per detail 278 of Caltrans Standard Plan A20B. (12ft away from centerline)

**NOTE:**  
 CONTRACTOR IS REQUIRED TO MATCH INTO EXISTING SIDEWALK, DRIVEWAYS, RAMPS, ETC (SAW-CUT WHEN NEEDED). CONTRACTOR TO PROTECT IN PLACE OR REMOVE & RELOCATE POSTS, MAILBOXES, HYDRANTS, ETC TO MAINTAIN A 36" MINIMUM CLEARANCE PATHWAY. CONTRACTOR TO ADJUST TO GRADE ALL WM'S, WV'S, MH'S, ETC. PER A.D.A. STANDARDS.



**TRI LAKE**  
 CONSULTANTS, INC.  
 MUNICIPAL ENGINEERS



Section C

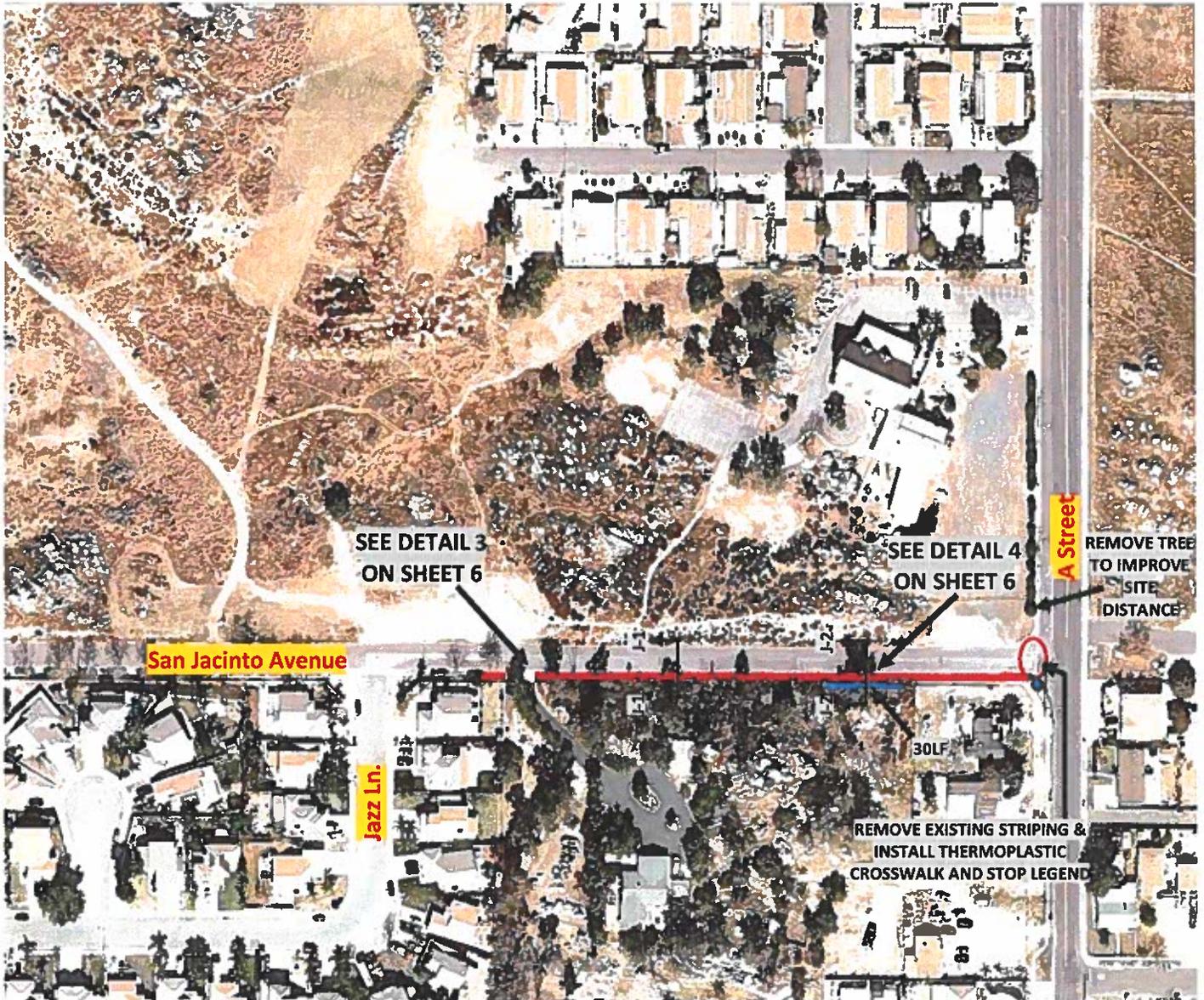


- REMOVE EXISTING & INSTALL CONCRETE SIDEWALK (APPROXIMATELY 20' x 6' AT EACH LOCATION).

**NOTE:**  
CONTRACTOR IS REQUIRED TO MATCH INTO EXISTING SIDEWALK, DRIVEWAYS, RAMPS, ETC (SAW-CUT WHEN NEEDED). CONTRACTOR TO PROTECT IN PLACE OR REMOVE & RELOCATE POSTS, MAILBOXES, HYDRANTS, ETC TO MAINTAIN A 36" MINIMUM CLEARANCE PATHWAY. CONTRACTOR TO ADJUST TO GRADE ALL WM'S, WV'S, MH'S, ETC. PER A.D.A. STANDARDS.



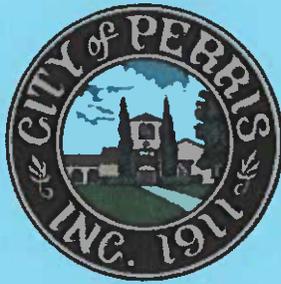
Section D



-  INSTALL CONCRETE SIDEWALK (5.5 FT WIDE)
-  REMOVE EXISTING & INSTALL CURB RAMP (RIV. CO. STD. 403)
-  INSTALL 6" CONCRETE RETAINING CURB (AT BACK OF SIDEWALK)

**NOTE:**  
CONTRACTOR IS REQUIRED TO MATCH INTO EXISTING SIDEWALK, DRIVEWAYS, RAMPS, ETC (SAW-CUT WHEN NEEDED). CONTRACTOR TO PROTECT IN PLACE OR REMOVE & RELOCATE POSTS, MAILBOXES, HYDRANTS, ETC TO MAINTAIN A 36" MINIMUM CLEARANCE PATHWAY. CONTRACTOR TO ADJUST TO GRADE ALL WM'S, WV'S, MH'S, ETC.





# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

8.F.

**MEETING DATE:** June 11, 2019

**SUBJECT:** Extension of Time No. 19-05112 for Tentative Parcel Map 37181, located at the northeast corner of Metz Road and "A" Street. Applicant: Danny Brose

**REQUESTED ACTION:** APPROVE a one-year Extension of Time (19-05112) for Tentative Parcel Map 37181, until August 29, 2019, to consolidate five (5) lots in order to facilitate construction of a 360-unit multi-family apartment community.

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

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### **BACKGROUND/DISCUSSION:**

On August 29, 2016, the City Council approved Development Plan Review 16-00002 and Tentative Parcel Map 16-05150 (TPM 37181) to facilitate the development of a 360-unit multi-family apartment community, with a 4,482 sq. ft. recreation building and 575 parking stalls on 16.9 acres of vacant land, located at the northeast corner of "A" Street and Metz Road. The applicant is requesting the first of five maximum allowed extensions of time for the Tentative Parcel for a period of one year, extending the expiration date to August 29, 2019. Pursuant to Section 18.12.090(a) of the Perris Municipal Code, the approval or conditional approval of a tentative map shall expire 24 months from the date the map was approved or conditionally approved by the City Council, which would have set an initial two (2) year expiration date on August 29, 2019.

An extension of time for Development Plan Review 16-0002 is not required at this time, as pursuant to Section 19.50.080 the approval of such application shall not expire 36 months from the date the development plan was approved. The Development Plan Review application is permitted a maximum of three one-year extensions of time.

### **STAFF REVIEW AND RECOMMENDATION:**

Staff recommends that the City Council approve a one-year Extension of Time (19-05112) to August 29, 2019 for Tentative Parcel Map 37181. If the subject Tentative Parcel Map is not recorded prior to the new extension date, a new Tentative Tract Map application must be filed for a separate consideration by the City Council in addition to payment of the appropriate filing fees.

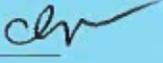
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**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item, cost of construction and payment of impact fees are paid by the applicant.

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Prepared by: Nathan Perez, Senior Planner  
Reviewed by: Kenneth Phung, Planning Manager

**REVIEWED BY:**  
City Attorney \_\_\_\_\_

Assistant City Manager   
Finance Director 

- Attachments:
1. Conditions of Approval (Planning, Engineering, Public Works, Community Services and Fire)
  2. TPM 37181 exhibit
  3. Site Plan
  4. Elevation

Consent: June 11, 2019

**CITY OF PERRIS  
DEVELOPMENT SERVICES DEPARTMENT  
PLANNING DIVISION**

**CITY COUNCIL  
FINAL CONDITIONS OF APPROVAL**

**Tentative Tract Map 37181 (16-05150)**

**Zone Change 16-05030**

**General Plan Amendment 16-05031**

**Development Plan Review 16-00002**

**August 29, 2017**

---

**PROJECT: General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002** for the development of a 360-unit multifamily apartment community, with a 4,482 sq. ft. recreation building and a variety of amenities on 16.9 vacant acres located at the northeast corner of “A” Street and Metz Road. Applicant: Danny Brose

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**\*MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)**

The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential Aesthetics, Biological Resources, Traffic, Cultural Resources, Hazards & Hazardous Waste, Air Quality, Geology/Soils, and Noise and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

**General requirements:**

- 1. Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
- 2. Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19, including all provisions of Chapter 19.26, MFR-22 Multi-family residential.
- 3. Approved Use.** The approved land use shall consist of apartment community.
- 4. Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the May 17, 2017 Planning Commission hearing, or as amended by these conditions and as approved by the City Council on June 27, 2017. Any deviation shall require appropriate Planning Division review and approval.
- 5. Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for

- extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
6. **Term of Approval.** This approval shall be used within three (3) years of approval date; otherwise it shall become null and void. By use is meant the beginning of substantial construction contemplated by this approval within the three (3) year period which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval. A maximum of three (3) one-year time extensions shall be permitted.
  7. **Signage.** The proposed project approval does not include signage. All proposed signage (Temporary and Permanent) shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
  8. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
  9. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
  10. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning TTM 37181, ZC 16-05030, GPA 16-05030, and DPR 16-00002. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
  11. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
  12. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for a \$2,216.25 for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.

13. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated **May 10, 2017**.
14. **Public Works Administration Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated **December 20, 2016**.
15. **Class II Bike Lane.** A Class II bike lane shall be included per the *Perris Trail Master Plan* along "A" Street to all off-site improvement plans subject of the approval of Planning Division, Public Works Administration and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.
16. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
17. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
18. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division. All HVAC units visible from the public right-of-way shall provide screening.
19. **Balconies (facing east).** All balconies facing east, shall be enclosed by a 6' double glazed window (non-view obscuring) on top of balcony railing to mitigate noise from the freeway and railroad as required per the noise mitigation section of the MMRP.
20. **Residential Use and Development Restrictions.** The physical development of phases of this project shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such.
21. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
22. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
  - Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,

- Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

23. **Preliminary Water Quality Management Plan (PWQMP)** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
- b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.

**Prior to Final Tract Map approval.**

24. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:

- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Development Plan Review approvals, as mandated by the Perris Municipal Code.
- b. Any other required approval from an outside agency
- c. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
  - i. Landscape Maintenance District No. 1;
  - ii. Flood Control Maintenance District No. 1;
  - iii. Maintenance District No. 84-1;
  - iv. Perris Community Facilities Assessment District; and

- v. Transportation Uniform Mitigation Fee.

**Prior to Issuance of Grading Permits**

- 25. Parking Enforcement Plan:** The apartment community shall adhere to the Parking Enforcement Plan and shall be implemented by apartment management.
- 26. Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner (951 928-8323) to complete the required forms prior to commencement of construction.
- 27. Final Water Quality Management Plan (F-WQMP).** The applicant shall submit a final WQMP including, but not limited to:
- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
  - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the infiltration basins (with additional calculations concerning infiltration rate), self-retaining landscaping, pre-treatment catch basin inserts and trash enclosure. The Public Works Department shall review and approve the final WQMP text, plans and details.

**Prior to Issuance of Building Permits**

- 28. Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
- 29. Fire Marshall.** Prior to building permit issuance the following is required for fire safety:
- a. A fire department access road complying with the California Fire Code Chapter 5 and approved plans shall be installed prior to building construction.
  - b. All required fire hydrants shall be installed and operational prior to lumber drop and combustible building construction.
  - c. All required fire hydrants shall be readily visible. A clear space of not less than 3-feet shall be maintained.
  - d. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
  - e. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street

fronting the property and comply with California Fire Code Section 505.1 for size and color.

30. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
31. **Site Lighting Plan (photometric plan).** The lighting plan shall include photometrics, fixture details, and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum one (1) foot-candle of light shall be provided to all parking lot and pedestrian areas for safety and security.
32. **Construction Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access.
33. **Amenities.** The project shall adhere to P.M.C. 19.28 (MFR-22) requirements for amenities. The community center shall be constructed upfront with access.
34. **Additional Plan Requirements.** The following additional plans shall be reviewed and approved by Planning staff and the appropriate City departments, as necessary:
  - a. **Carport Roofs.** All carport roofs shall match the same roof color and material (s-tile roofing) to match architectural style and color of the proposed buildings.
  - b. **Trash Enclosures.** Covered trash enclosures constructed to the City standard shall be easily accessible to all tenants in office areas of the project, and be screened by landscaping from the public view. The trash enclosure shall be treated with an overhead trellis treatment, and elevations shall be included on final landscape and fencing plans for review and approval by the Planning Division.
  - c. **Knox Boxes.** Knox boxes are required for all entry gates, and shall be approved by the Fire Marshal and issued by the Building Division.
35. **March Air Reserve Base.** Prior to building permit issuance, in accordance with conditions by the Airport Land Use Commission (ALUC), the following measures shall be implemented to address the project's location within Airport Influence Area:
  - a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflections into the sky. Outdoor lighting shall be downward facing.
  - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
    - i. Any uses which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft

- engage in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
- ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
  - iii. Any use which would generate excessive smoke or water vapors or which would attract large concentrations of birds, or which may otherwise affect a safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflowers, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris centers, fly ash disposal and incinerators.)
  - iv. Any uses which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- c. The Notice of Airport in Vicinity shall be provided to all prospective purchasers of the property and tenants and/or lessees of the proposed buildings, and shall be recorded as a deed notice.
  - d. Any proposed detention basins shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (maybe less, but not more), and to remain totally dry between rainfalls, Vegetation in and around the detention basin that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
  - e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air base radio communications could result. Sources of electromagnetic radiation include radio waves transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
  - f. An informational sign shall be posted in a conspicuous location in the rental office clearly depicting the proximity of the project to the Perris Valley Airport and aircraft traffic patterns.
  - g. An information brochure shall be provided to prospective renters showing the locations of aircraft flight patterns. The frequency of overflights, the typical altitudes of the aircraft, and the range of noise levels that can be expected from individual aircraft overflights shall be described. A copy of the compatibility factors exhibits from the Perris Valley Airport Land Use Compatibility plan shall be included in the brochure.
  - h. The proposed structures shall not exceed a height of 40' feet above ground level and a maximum elevation at the top point (including all roof-mounted equipment,

if any) of 1,520 feet above mean sea level.

- i. The Federal Aviation Administration has conducted an aeronautical study of the proposed structures (Aeronautical Study No. 2016-AWP-3478-OE) and has determined that neither marking nor lighting of the structures is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory circular 70/7460-1 L and shall be maintained in accordance therewith for the life of the project.
  - j. The specific coordinates, height, and top point elevation of the proposed structures shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, the reduction in structures height or elevation shall not require further review by the Airport Land Use Commission.
  - k. Temporary construction equipment used during actual construction of the structures shall not exceed the height of the structure, unless separate notice is proved to the Federal Aviation Administration through Form 7460-1 process.
  - l. Within five (5) days after construction of the structures reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the structures.
36. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division for all block walls and fencing. The plans and details for all block walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:
- a. **Decorative Perimeter Wall Material (north and east).** The development shall provide an 8' foot high split-face block wall with decorative cap with stone veneer pilasters every 40' feet along the northerly and easterly property line.
  - b. **Decorative Perimeter Wall Material (facing Metz and "A" Street).** The development shall provide an 8' foot high split-face block wall with decorative cap with stone veneer pilasters every 40' feet along the northerly and easterly property line. Perimeter areas that are designated (per the conceptual wall and fence plan) as wrought iron shall provide: decorative wrought iron with split-face pilasters every 40' feet.
  - c. **Detention Basins.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 40' feet.
  - d. **Apartment Community Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the apartment community along "A" Street, Metz Road, and

the corner of "A" street and Metz Road. Theme walls and monuments shall be constructed outside the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division through the landscape and irrigation review application.

- e. **Wrought Iron Gates.** All proposed gates shall be shall consist of decorative wrought iron fencing per conceptual wall and fence plan.
- f. **Graffiti Resistant Coat.** All perimeter block walls shall be treated with a graffiti resistant coat.

**37. Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
- b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
- c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
- d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
- e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
- f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

38. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.

39. **Fees.** The developer shall pay the following fees according to the timeline noted.

Prior to the issuance of building permits, the applicant shall pay:

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
- b. Multiple Species Habitat Conservation Plan fees currently in effect;
- c. Current statutory school fees to all appropriate school districts;
- d. Any outstanding liens and development processing fees owed to the City;
- e. Appropriate City Development Impact Fees (including Park fees) in effect at the time of development; and
- f. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.

40. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

- a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
- b. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover.
- c. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 15 gallon sized, and 30% being 5 gallon sized. All slopes over 5' feet in height or greater shall include erosion control fabric.
- d. **Shrubs along "A" Street and Metz Road pilaster fence.** The landscape plan shall include 36' high shrub border (5-gallon shrubs) behind the wrought iron pilaster fence along the "A" Street and Metz Road street frontage. All solid block walls shall provide 5 gallon size vines at 20' o.c. (off center).
- e. **Shrubs.** 80% of the shrubs proposed shall be 5-gallon size per Chapter 19.70.
- f. **Amenity Areas.** All common open space areas shall be included in the landscape and irrigation plans to include automatic irrigation.
- g. **Trash Enclosure Areas.** All trash enclosure areas shall be screened with a 6' high shrub hedge.
- h. **Visitor Parking Lot Area (on "A" Street).** The visitor parking lot area shall be screen by a 36" high shrub border. The shrub border shall be created by installing a double row of 5 gallon shrubs at 3'6" o.c. (off center).
- i. **Decorative Pavement.** Decorative pavement treatments shall be provided at the

- entrances of "A" Street and Metz Road per conceptual landscaping plans. This shall include decorative pavement along pedestrian crossing along drive isles throughout the apartment community.
- j. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
  - k. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
  - l. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
  - m. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.
  - n. **Tot Lot Areas.** All tot lot areas shall provide a shaded element.

#### Operational Requirements:

- 41. **Prohibited Car Washing (on-site).** Residents shall be informed no car washing shall be permitted on the premises through the lease agreement and as part of the development by-laws.
- 42. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and apartment community waste disposal.
- 43. **Graffiti Abatement.** The site shall be maintained in a graffiti free state at all times. All graffiti located on site and along the perimeter walls (to include retaining walls facing east along the easterly property line, and block walls facing north on the northerly property line) of the site shall be removed within 24 hours.
- 44. **Business License.** All future landlords or property management corporations shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City Business License.

#### Prior to Issuance of Occupancy Permits:

- 45. **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition.
- 46. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building

Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.



# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## *CONDITIONS OF APPROVAL*

P8-1279

April 7, 2017, Revised May 10, 2017

Tract Map 37181, DPR 16-0002 – Villa Verona Apartments

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.
2. The project's grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.
3. The incremental increase in runoff between developed and undeveloped stage (100-year) and the nuisance runoff shall be retained within onsite private detention basins or conveyed to adequate downstream facilities.

The project shall also comply with conditions stated in RCFC letter dated March 9, 2017.

4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping. The proposed streetlights, offsite landscaping, and the Metz & "A" Street signal shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. The owner(s) shall also pay their share of maintenance of existing Metz Basin if damaged as result of this project. The development share for the maintenance cost of the traffic signal is 15%.
6. Catch basins and minimum 18" RCP shall be installed at all new driveways and the intersection of "A" and Metz to eliminate nuisance runoff from cross gutters.
7. Existing power poles within the project site or along the project boundary (under 65kv), shall be removed and cables undergrounded.
8. Discharge of on and offsite runoff to Metz Park basin shall be in a manner not to damage or interfere with the use of the park and eliminate project related erosion.
9. Streetlights shall be installed along perimeter streets adjacent to this site as approved by City Engineer per Riverside County and City standards. The new LED street light plans including conduits, cables, and meters shall be prepared by Developers' Electrical Engineer and submitted to City for review and approval.
10. This project is located within EMWD's water service area and City of Perris sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department. Connection to existing City of Perris sewer shall be subject to review and approval by City to insure sufficient capacity and may require upgrade. Flow test shall be submitted by applicant during plan check to verify capacity.
11. The applicant shall submit to City Engineer and Flood Control the following for his review:
  - a. Street Improvement Plans
  - b. Signing, Striping, and Signal Plans
  - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
  - d. Water and Sewer Plans
  - e. Drainage Plans, Hydrology and Hydraulic Reports

- f. Streetlight Plan
- g. Final WQMP

The project's design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.

12. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.
13. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all existing and new intersections and driveways adjacent to the site to eliminate nuisance runoff.
14. 6' concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards and as approved by Planning Department. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.
15. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to acceptable outlet.
16. Street improvement plans shall include class II/III bike lane in accordance with the Perris bike plans.
17. Prior to issuance of any permit, the tract map shall be submitted to City Engineer for review and approval. The map is intended for financing purpose and as such only right of way dedications; access restrictions and monumentation is required prior to its recordation.
18. All work within Flood Control right-of-way requires their review and approval.
19. Reference is made to traffic study performed by RK Engineering dated March 3, 2014 titled "A" Street. CMI and IHCS – Traffic review and RK Engineering letter dated February 7, 2017 referencing Villa Verona project "A" Street.

Reference is also made to Perris Union High School District letter dated March 29, 2017 and Perris Elementary School District letter dated March 20, 2017.

The above reports and letters identify a series of traffic related concerns and issues along "A" Street with several suggestions and recommendations.

The project shall widen "A" Street from Metz Road south to southerly boundary of CMI School along the east side to ultimate improvements with curb, gutter located 32' east of centerline including signage/stripping, installation of bulb-outs, handicap ramp as recommended in RK's original report and discussed in attached letter from RK dated February 7, 2017. As a result of the widening of "A" Street, the developer acknowledges that the project is required to construct the onsite driveway and parking facilities to facilitate student pick up and drop off, in accordance with Perris Union High School District (P.U.H.S.D.) Exhibit I. The district is offering waiver of school fees in return for development's commitment to build these improvements.

"A" Street adjacent to project site along the east side shall be improved with minimum of 30' new paving, curb, gutter located 32' from centerline within 47' half-width dedicated right of way.

"A" Street from project's north boundary to Nuevo Road shall be improved pursuant to the recommendation of RK's reports and letters as stated above.

Construction of traffic signal at intersection of "A" and Metz to accommodate full movements (all directions) shall be required and poles installed at ultimate locations otherwise partial signal fee credit will be allowed.

20. Metz Road adjacent to the site shall be improved along the north side with minimum of 18' new paving, curb, gutter, and sidewalk located 20' from centerline within 30' half-width dedicated right-of-way.
21. The proposed driveway along "A" Street shall be designed in a manner to provide for 2 incoming lanes and gate set back a minimum of 132' from the back of sidewalk.

*Habib Motlagh*

Habib Motlagh  
City Engineer



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Engineering Administration

NPDES

Special Districts (Lighting, Landscape, Flood Control)

# MEMORANDUM

**Date:** December 20, 2016

**To:** Nathan Perez, Project Planner

**From:** Michael Morales, CIP Manager 

**Subject:** DPR 16-00002 GPA 16-05031 ZC 16-05030– **Conditions of Approval**  
Proposal to amend the General Plan and Zoning Designations of 17.29 acres of vacant land from R-6,000 to MFR 22. The change would allow for a proposal to construct a 376 unit apartment community, complete with various amenities. The project is located at the N/E corner of A Street and Metz.

1. **Dedication and Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
  - **'A' Street-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from face of curb. Provide an additional 6' landscape easement from behind the property line to within 6" of the nearest project perimeter fence line.
  - **Metz Road-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from face of curb. Provide an additional 6' landscape easement from behind the property line to within 6" of the nearest project perimeter fence line.
2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Off-site Landscape Plan DPR 16-00002 GPA 16-05031 ZC 16-05030" and shall be mutually exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area (including planting palette at BZ 93 Oak Grove School located north of the project); or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
  - **'A' Street** –Tree Primary: *Quercus Virginiana*-Southern Live Oak; Secondary (accent tree): *Lagestromia*-Indian Tribe Varieties. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the north along 'A' Street (BZ 93 Oak Grove School), including but not limited to the following Lilly of the Nile (*Agapanthus Africanus*), Red Yucca, Red Hot Poker, *Rhaphiolepis Indica Indica*, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).
  - **Metz Road**- Propose a medium height flowering evergreen tree, and a large deciduous for a large background tree. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (*Agapanthus Africanus*), Red Yucca, Red Hot Poker, *Rhaphiolepis Indica Indica*, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).
- b. **Irrigation** –A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Calsense or equal).
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the

site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

- g. EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
  - h. Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
  - i. Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
- 4. Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
  - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
  - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
  - **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
- 5. One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform

periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments of site improvements, including Bus Stops at Mass Transit Routes, Bicycle Path, Decorative Traffic Signal Signage, and lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
  - a. **Traffic Signal Signage-**If traffic signals are required, decorative signal signage shall meet the type, style, color and durability requirements of the City Engineer's Office.
  - b. **Bicycle Path- Frontage along A Street** has been identified in the Parks Trails Master Plan as a Class II Bike Path, and **frontage along Metz** has been identified in the Parks Trails Master Plan as a Class III Bike Path. If a Bike Path is required, by the City Engineer's Office, the lane and striping configuration shall meet the type, style, color and durability requirements of the City Engineer's Office.
  - c. **Street Lighting-**If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
  - d. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Shepherd and Staats, the City's Special Districts Consulting Firm at (760) 639-0124. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Roxanne E. Shepherd Shepherd & Staats, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
  
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
  - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe.

Connector pipe screens shall meet the type, style, and durability requirements of the Public Works Engineering Administration and Special Districts Division.

- **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
- **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
- **Consent and Waiver for Maintenance District No. 84-1** -New street lighting proposed by the project.
  - **Consent and Waiver for Landscape Maintenance District No. 1** -All off-site parkway landscape and easement areas (herein Parkway) proposed by this development shall be annexed.
  - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, and fair share portion of downstream facilities benefitting the project.
- Original notarized document(s) to be sent to:  
Roxanne Shepherd  
Shepherd & Staats Incorporated  
2370 Edgehill Road

Vista, CA 92084

- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
- ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

# MEMORANDUM

101 North "D" Street, Perris, CA 92570

TO: Nathan Perez

FROM: Darren Madkin, Interim Assistant City Manager

DM

DATE: September 1, 2015

SUBJECT: TTM 36648, ZC 14-02-0004, GPA 14-02-0003 (UPDATED: 4-27-17)

APPLICANT: Mission Pacific Land Company

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Community Services Staff have reviewed TTM 36648 and offer the following comment(s):

- Ordinance Number 953 F.1-7 specifies that whenever a specific plan, tentative tract map, residential tentative parcel map, or multi-family residential development proposal is submitted to the Development Services Department, it must be accompanied by a written statement from the applicant stating their intention to dedicate land, pay fees in lieu thereof, or a combination of both for park and recreational purposes. **No such statement is included with this application.** See attached condition.
- The map or site plan for this project does not show the location of the proposed parkland dedication.
- The proposed parkland dedication is less than the amount of land required to be dedicated (5 acres/1000 residents). \_\_\_\_ acres are required, but the proposed parkland dedication is only \_\_\_\_\_. The developer/subdivider must pay fees for the value of any additional land that otherwise would have been required to be dedicated.
- The proposed parkland falls below the minimum size for a \_\_\_\_\_ park.
- The proposed parkland lies in a floodplain/floodway which impacts the available area for development of park improvements.  
The following terms are recommended:
- Other: The household size has increased to 4.16 persons per household in Perris (2010 Census). This number should be used to calculate the park acreage required to meet the requirement. Facilities ineligible for park credit include landscaped area edges, medians, subdivision entries, lakes and streams, or other water features, paseos, greenbelts, trails, walkways, and other similar features that are used primarily as transportation corridors and are not destinations in and of themselves, and privately owned facilities (parks, community centers) which are smaller than four (4) acres.

1. Park Dedication Fee/ Calculation:

270 single family lots x 4.16 persons per household = 1,123  
Dedication requirement is 5 acres per 1,000 residents  
 $1,123/200= 5.61$  acres

- Or -

The Developer may pay park fees in lieu of dedicating park acreage based on the fair market value of the land which would otherwise be required.

2. Perris Valley Storm Channel Trail Improvements and Landscaping:

**The developer shall plan, acquire easements or licenses from the Riverside County Flood Control District, and construct a pedestrian trail along the east bank of the Perris Valley Storm Drain levee that may connect with future trail extensions north and south of the project site. The Developer shall construct a ten foot (10') wide asphalt concrete pathway for bicycling and a four and a half foot (4.5') wide decomposed granite pathway for pedestrian use adjacent to TTM 36648. A six by twelve inch concrete mow curb (6"x12") will separate the trail from the adjacent channel slope. The mow curb will be notched every 10 feet for drainage and would be set two inches above the slope grade and one inch above the trail. Land opposite the Perris Valley Storm Channel would be landscaped to the property line or to a minimum of five feet (5') from the property line at City owned properties. Landscaping would consist of native, drought resistant vegetation along with a drip irrigation system.**

**The trail shall extend the entire length of the projects western boundary, from the Moreno Valley City Limit south to the Ramona Expressway, and shall be designed to connect with future trail extensions north and south of the project site. The landscape plans shall include grading, fencing, plant material, irrigation, signage and appropriate pedestrian access features. The Landscape plans shall conform to the concepts, features, and standards established in the Perris Trails Master Plan, and design guidelines.**

**Prior to recordation of final map, the developer shall dedicate land, provide easements, or otherwise hold property in common ownership for the two access points to the pedestrian bicycle trail along the Perris Valley Storm Drain on the western boundary of the project site. These access points are to occur between Lot "E" and Lot 171; between Lot "B" and Lot 42. Prior to the issuance of building permits the applicant shall include a design detail of the pedestrian access on the proposed Landscape Plan. These facilities shall be effectively integrated into the development through the use of fence, pavement, and plant materials used commonly throughout the development. Particular attention should be given to disabled access, privacy for adjacent 'dwellings (i.e., adequate setbacks and landscape screens), pedestrian safety, and include the installation of bollards to prevent entrance of motorized vehicles.**

**Wayfinding/Kiosk signage shall be provided at various locations as specified in these conditions. Such signage shall be consistent with approved signage for the Perris Valley Storm Drain Trail and must be approved by the Community Services**

**Department prior to installation. Signage shall be placed at the two trail entrances (between lots 158 and 159), and Lot "A" from Evans Road. Wayfinding/Kiosk signage shall be also be provided and at the two pedestrian access trail connection points, between Lot "E" and Lot 171; between Lot "B" and Lot 42.**

**Prior to the issuance of a certificate of occupancy for the 135th unit in the tract, the developer shall complete all actions required to complete annexation of the project into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the pedestrian trail. The costs and benefits shall be described in the applicable district and annexation documents.**

**Such districts may include but are not limited to the following:**

- a.) Future Trails Community Facilities District.**



**Dennis Grubb and Associates, LLC**  
*Assisting Cities Build Safe Communities*

***Fire Department Development Review Comments***

October 30, 2017

City of Perris  
Attn: Nathan Perez  
135 N. D Street  
Perris, CA 92570-2200

**Subject: Development Review for Villa Verona; PLN16-0002 (Revision)**

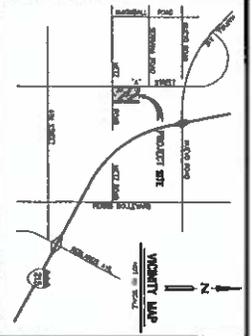
As requested a review of the subject property was completed. Please apply the following conditions to this project:

1. A fire department access road complying with the California Fire Code Chapter 5 and approved plans shall be installed prior to building construction.
2. All required fire hydrants shall be installed and operational prior to lumber drop and combustible building construction.
3. All required fire hydrants shall be readily visible. A clear space of not less than 3-feet shall be maintained.
4. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
5. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.

Respectfully,

Dennis Grubb, CFPE

# TENTATIVE PARCEL MAP 37181



**DEVELOPER/APPLICANT:**  
 METZ & A.L.L.C.  
 2110 LAMAR ROAD, SUITE 100  
 SAN ANTONIO, TEXAS 78202  
 CONTACT: MICHAEL METZ  
 DEVELOPER/REGISTRAR  
 TEL: (214) 343-1100  
 FAX: (214) 343-1100  
 EMAIL: metz@metzandall.com

**ENGINEER:**  
 ENGINEERING CONSULTANTS, INC.  
 2000 WYOMING AVENUE, SUITE 100  
 SAN ANTONIO, TEXAS 78202  
 TEL: (214) 343-1100  
 FAX: (214) 343-1100  
 EMAIL: metz@metzandall.com

**ASSESSOR PARCEL NUMBER:**  
 31-046-014, 31-046-001, 31-046-004, 31-046-021 & 31-046-013

**UTILITY RUNNEWAYS:**  
 SCHOOL: FORTS LINDSEY SCHOOL DISTRICT  
 WATER: CITY OF FERRIS  
 SEWER: FERRIS MUNICIPAL WATER DISTRICT  
 GAS: FERRIS MUNICIPAL GAS COMPANY  
 ELECTRIC: FERRIS MUNICIPAL ELECTRIC COMPANY  
 TELEPHONE: FERRIS MUNICIPAL TELEPHONE COMPANY  
 CABLE TV: FERRIS MUNICIPAL CABLE TELEVISION

**GENERAL NOTES:**  
 1. ALL V.L.S. ARE TO BE SET AS SHOWN.  
 2. ALL CORNER MARKS TO BE SET AS SHOWN.  
 3. ALL DISTANCES TO BE SET AS SHOWN.  
 4. ALL BEARINGS TO BE SET AS SHOWN.  
 5. ALL AREA MEASUREMENTS TO BE SET AS SHOWN.  
 6. ALL PERIMETER MEASUREMENTS TO BE SET AS SHOWN.  
 7. ALL DISTANCES TO BE SET AS SHOWN.  
 8. ALL BEARINGS TO BE SET AS SHOWN.  
 9. ALL AREA MEASUREMENTS TO BE SET AS SHOWN.  
 10. ALL PERIMETER MEASUREMENTS TO BE SET AS SHOWN.

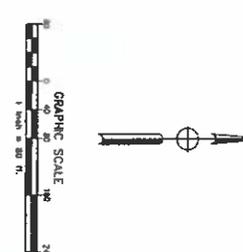
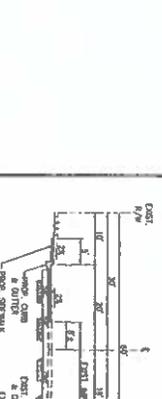
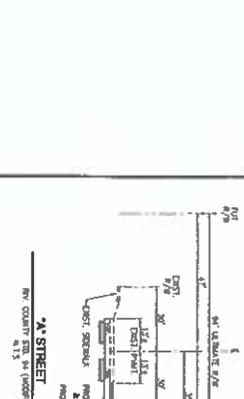
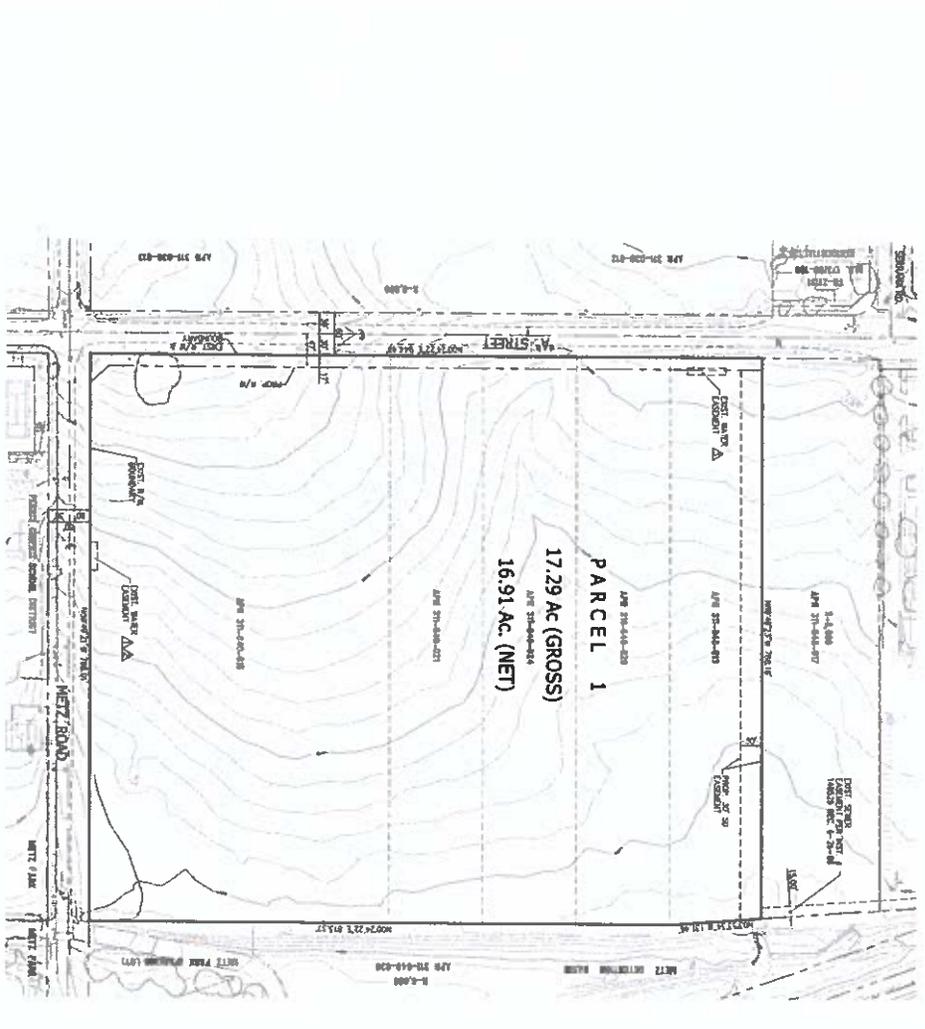
**LEGAL DESCRIPTION:**  
 PART PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, T11N, R14E, S11W, BEING THE CITY OF FERRIS, COUNTY OF BEXAR, STATE OF CALIFORNIA.

**ASSUMPTIONS:**  
 ALL DISTANCES, BEARINGS AND ANGLE MEASUREMENTS ARE BASED ON THE ASSUMPTION THAT THE SURVEY IS CORRECT AND THAT THE BOUNDARIES OF THE ADJACENT PARCELS ARE CORRECT AND AS SHOWN ON THE PLAT.

**SOURCE OF INFORMATION:**  
 METZ & A.L.L.C.  
 2110 LAMAR ROAD, SUITE 100  
 SAN ANTONIO, TEXAS 78202  
 TEL: (214) 343-1100  
 FAX: (214) 343-1100  
 EMAIL: metz@metzandall.com

**BENCHMARK:**  
 FERRIS COUNTY B.M. # 14-25  
 IN THE INTERSECTION OF FERRIS AVENUE AND METZ ROAD A 7' FROM P.W. IN A  
 COURSE OF METZ ROAD NORTH  
 DATE: 1983

**LEGEND:**  
 PROJECT BOUNDARY  
 EXISTING RIGHT OF WAY  
 CITY/STATE/LOCAL BOUNDARY



**RELATED CASE NUMBERS:**  
 DPR 16-00002  
 CZ 16-05030  
 GPA 16-05031

**811**  
 CALL BEFORE YOU DIG  
 1-888-251-8888

**REVISIONS**

NO.	DATE	DESCRIPTION
1	01/15/16	ISSUED FOR PERMITS

**ENGINEER**  
 MICHAEL METZ  
 LICENSE NO. 10000

**REGISTERED PROFESSIONAL ENGINEER**  
 STATE OF TEXAS  
 MICHAEL METZ  
 LICENSE NO. 10000

**CITY OF FERRIS**  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF TEXAS  
 MICHAEL METZ  
 LICENSE NO. 10000

**CITY OF FERRIS**  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF TEXAS  
 MICHAEL METZ  
 LICENSE NO. 10000

**TENTATIVE PARCEL MAP 37181**  
 METZ & A.L.L.C.  
 VILLA VERONA

**APPROVED**  
 METZ & A.L.L.C.





**VILLA VERONA APARTMENTS**

Building Type II

Perris, California

**Metz & A, LP**  
Developer





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Landscape Benefit Zone Maintenance Service Agreement LMD 1-2017-18-01.

**REQUESTED ACTION:** Approve extending existing contract for Landscape Benefit Zone Maintenance Services for a one-year period beginning July 11, 2019.

**CONTACT:** Daryl Hartwill, Director of Public Works

**BACKGROUND/DISCUSSION:** On July 11, 2017, City Council approved to award Special District landscape maintenance services of the North-West, North-East and Ball Field Areas of the City to Bill & Dave's Landscape, Inc. and Adame Landscape Inc. and Hernandez Landscape Inc.. Council approved extending the agreement for a one-year period at the May 29, 2018 Council meeting. Bill & Dave's Landscaping's contract sum will be adjusted by 2.7% to reflect the Consumer Price Index (CPI). The services provided by said companies has proved to be satisfactory. Staff is recommending Council approve extending the existing agreement for a one-year period, effective July 1, 2019. The total combined for said agreements is \$ 718,471.05, including the CPI increase.

Vendor	Contract Amount
Bill & Dave's Landscape, Inc.	\$255,983.86
Adame Landscape, Inc.	\$219,399.07
Hernandez Landscape, Inc.	\$ 243,088.12
<b>Total</b>	<b>\$718,471.05</b>

**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact, adequate funding was allocated pending City Council approval of the 2020/2021 budget for Special Districts Flood Control and Landscape Maintenance, Parks and General Fund.

Prepared by:

**REVIEWED BY:**

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

Attachments: Change Order Extending Service, Previous Change Orders and Bid Schedules.

Consent: X  
 Public Hearing:  
 Business Item:  
 Presentation:  
 Other:



**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**

David Leidenfrost  
Bill & Dave's Landscape Maintenance  
32750 Keller Road  
Winchester, CA 92596

**CHANGE ORDER**

**Order No. 5**

**Date: June 11, 2019**

**Original Contract Date: July 11, 2017**

**Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts**

**Contractor: Bill & Dave's Landscape Maintenance, Inc.**

This Change Order #5 changes the Agreement between the City of Perris and Bill & Dave's Landscape Maintenance, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend the original contract term for, LMD 1-2017-18-01 that expired on July 11, 2019. The new expiration date will be June 30, 2020; the total contract amount is \$255,983.86. The Contractor shall be paid per the lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

Contractor will provide updated insurance prior to the beginning of the new term.

Original Contract Price: \$241,673.00

Current Contract Price: \$249,254.00  
[Adjusted by previous Change Orders #1, 2, 4]

Total increased by 2.7%: \$6,729.86

New Contract Price Including This Change Order: \$255,983.86

(Two hundred fifty-five thousand, nine hundred and eighty-three and 86/100 dollars)

Sheet#2 of 2  
Change Order #5  
June 11, 2019

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance.

**BILL & DAVE'S LANDSCAPE MAINTENANCE, INC.:**

Signature: \_\_\_\_\_  
Typed Name: David Leidenfrost Date: \_\_\_\_\_  
Title: Owner

**CITY OF PERRIS:**

Signature:  \_\_\_\_\_  
Typed Name: Daryl Hartwill Date: 5/22/19  
Title: Director of Public Works

Attachment: Exhibit B – Schedule of Compensation

End of Change Order #5

**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

**EXHIBIT B**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES (SPEC. #LMD-1-2017-18-01)**  
**NORTH-EAST AREAS**

Bidder (Company Name): Bill & Dave's Landscape, Inc.

Bid Schedule

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER BI-WEEKLY OR TRI-WEEKLY, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES)  (C x D)
<b>11.) BID SCHEDULE--BZ-24 (Tract 24499/24499-1-3):</b>					
1.	L.S.	Maintain 99,700 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 297 L.S.	X 8	\$ 2376
2.	L.S.	Maintain 99,700 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 297 L.S.	X 35	\$ 10395
3.	L.S.	Provide 99,700 S.F. of Turf Area Aeration annually per Specifications.	\$ 263 L.S.	X 1	\$ 263
4.	L.S.	Provide 99,700 S.F of Turf Over-seeding on an annual basis prior to Nov. 15 per Specifications	\$ 789 L.S.	X 1	\$ 789
5.	L.S.	Maintain 66,400 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 263 L.S.	X 18	\$ 4734
6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$50 L.S.	X 26	\$ 1300
7.	L.S.	Provide and Apply Fertilizer within 166,100 S.F. of Maintenance area per Specifications.	\$ 494 L.S.	X 3	\$ 1482
<b>Subtotal BZ-24</b>					<b>\$ 21339</b>

**13.) BID SCHEDULE – BZ-35 (Tract 29654/29993/29994)**

1.	L.S.	Maintain 4,425 S.F. of Turf Area from Nov.1 to Feb. 28 per Specifications	\$ 22 L.S.	X 8	\$ 176
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BF-2A

 Initial

2.	L.S.	Maintain 4,425 S.F. of Turf Area from Mar. 1 to Oct. 31 per Specifications.	\$ 22 L.S.	X 35	\$ 770
3.	L.S.	Maintain 51,171 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 146 L.S.	X 18	\$ 2628
4.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 41 L.S.	X 26	\$ 1066
5.	L.S.	Provide and Apply Fertilizer within 55,596 S.F. of Maintenance area per Specifications.	\$ 136 L.S.	X 3	\$ 408
<b>Subtotal BZ-35</b>					<b>\$ 5048</b>

**16.) BID SCHEDULE – BZ-42 (Tract 30380)**

1.	L.S.	Maintain 4,500 S.F. of Turf Area from Nov. 1 to Feb. 28 per Spec.	\$ 55 L.S.	X 8	\$ 440
2.	L.S.	Maintain 4,500 S.F. of Turf Area from Mar. 1 to Oct. 31 per Spec.	\$ 55 L.S.	X 35	\$ 1925
3.	L.S.	Provide 4,500 S.F. of Turf Area Aeration annually per Specifications.	\$ 92 L.S.	X 1	\$ 92
4.	L.S.	Provide 4,500 S.F. of Turf Overseeding on an annual basis prior to Nov. 15 per Specifications	\$ 70 L.S.	X 1	\$ 70
5.	L.S.	Maintain 29,127 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 183 L.S.	X 18	\$ 3294
6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 110 L.S.	X 26	\$ 2860
7.	L.S.	Provide and Apply Fertilizer within 33,627 S.F. of Maintenance area per Specifications.	\$ 81 L.S.	X 3	\$ 243
<b>Subtotal BZ-42</b>					<b>\$ 8924</b>

**18.) BID SCHEDULE – BZ-50 (Tract 30490)**

1.	L.S.	Maintain 1,520 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 26 L.S.	X 8	\$ 208
2.	L.S.	Maintain 1,520 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 26 L.S.	X 35	\$ 910
3.	L.S.	Provide 1,520 S.F. of Turf Area Aeration annually per Specifications.	\$ 22 L.S.	X 1	\$ 22
4.	L.S.	Provide 1,520 S.F of Turf Overseeding on an annual basis prior to Nov. 15 per Specifications	\$ 37 L.S.	X 1	\$ 37
5.	L.S.	Maintain 57,120 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 347 L.S.	X 18	\$ 6246
6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 146 L.S.	X 26	\$ 3796
7.	L.S.	Provide and Apply Fertilizer within 58,640 S.F. of Maintenance area per Specifications.	\$ 143 L.S.	X 3	\$ 429
<b>Subtotal BZ-50</b>					<b>\$ 11,648</b>

**20.) BID SCHEDULE – BZ-57 (Tract 31178)**

1.	L.S.	Maintain 5,400 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 48 L.S.	X 8	\$ 384
2.	L.S.	Maintain 5,400 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 48 L.S.	X 35	\$ 1680
3.	L.S.	Provide 5,400 S.F. of Turf Area Aeration annually per Specifications.	\$ 62 L.S.	X 1	\$ 62
4.	L.S.	Provide 5,400 S.F of Turf Overseeding on an annual basis prior to Nov. 15 per Specifications	\$ 61 L.S.	X 1	\$ 61
5.	L.S.	Maintain 53,280 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 311 L.S.	X 18	\$ 5598

6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 114 L.S.	X 26	\$ 2964
7.	L.S.	Provide and Apply Fertilizer within 58,680 S.F. of Maintenance area per Specifications.	\$ 140 L.S.	X 3	\$ 420
<b>Subtotal BZ-57</b>					\$ 11169

**22.) BID SCHEDULE – BZ-60 (Tract 30773/31416)**

1.	L.S.	Maintain 23,110 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 88 L.S.	X 8	\$ 704
2.	L.S.	Maintain 23,110 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 88 L.S.	X 35	\$ 3080
3.	L.S.	Provide 23,110 S.F. of Turf Area Aeration annually per Specifications.	\$ 65 L.S.	X 1	\$ 65
4.	L.S.	Provide 23,110 S.F of Turf Overseeding on an annual basis prior to Nov. 15 per Specifications	\$ 176 L.S.	X 1	\$ 176
5.	L.S.	Maintain 79,395 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 380 L.S.	X 18	\$ 6840
6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 117 L.S.	X 26	\$ 3042
7.	L.S.	Provide and Apply Fertilizer within 102,505 S.F. of Maintenance area per Specifications.	\$ 205 L.S.	X 3	\$ 615
<b>Subtotal BZ-60</b>					\$ 14522

**23.) BID SCHEDULE – BZ-63 (Tract 32262):**

1.	L.S.	Maintain 9,700 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 99 L.S.	X 8	\$ 792
2.	L.S.	Maintain 9,700 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 99 L.S.	X 35	\$ 3465

3.	L.S.	Provide 9,700 S.F. of Turf Area Aeration annually per Specifications.	\$ 92 L.S.	X 1	\$ 92
4.	L.S.	Provide 9,700 S.F. of Turf Overseeding on an annual basis prior to Nov. 15 per Specifications	\$ 125 L.S.	X 1	\$ 125
5.	L.S.	Maintain 28,010 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 245 L.S.	X 18	\$ 4410
6.	L.S.	Weed and Maintain 56,000 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels, includes concrete swales (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 402 L.S.	X 5	\$ 2010
7.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 92 L.S.	X 26	\$ 2392
8.	L.S.	Provide and Apply Fertilizer within 37,710 S.F. of Maintenance area per Specifications.	\$ 95 L.S.	X 3	\$ 285
<b>Subtotal BZ-63</b>					<b>\$ 13571</b>

**27.) BID SCHEDULE – BZ-70 (Tract 32707/32708)**

1.	L.S.	Maintain 71,435 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 428 L.S.	X 18	\$ 7704
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 150 L.S.	X 26	\$ 3900
3.	L.S.	Provide and Apply Fertilizer within 71,435 S.F. of Maintenance area per Specifications.	\$ 176 L.S.	X 3	\$ 528
<b>Subtotal BZ-70</b>					<b>\$ 12132</b>

**28.) BID SCHEDULE – BZ-71 (Tract 32780):**

1.	L.S.	Maintain 51,760 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 395 L.S.	X 18	\$ 7110
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 132 L.S.	X 26	\$ 3432
3.	L.S.	Provide and Apply Fertilizer within 51,760 S.F. of Maintenance area per Specifications.	\$ 128 L.S.	X 3	\$ 384
<b><u>Subtotal BZ-71</u></b>					<b><u>\$ 10926</u></b>

**29.) BID SCHEDULE – BZ-72 (Tract 32249)**

1.	L.S.	Maintain 65,995 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 328 L.S.	X 18	\$ 5904
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 106 L.S.	X 26	\$ 2756
3.	L.S.	Provide and Apply Fertilizer within 65,995 S.F. of Maintenance area per Specifications.	\$ 132 L.S.	X 3	\$ 396
<b><u>Subtotal BZ-72</u></b>					<b><u>\$ 9056</u></b>

**45.) BID SCHEDULE – GF-49 (Area Between BZ-71 and BZ-72): Shares Water Meter From BZ-72**

1.	L.S.	Maintain 6,500 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 52 L.S.	X 18	\$ 936
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 33 L.S.	X 26	\$ 858
3.	L.S.	Provide and Apply Fertilizer within 6,500 S.F. of Maintenance area per Specifications.	\$ 30 L.S.	X 3	\$ 90
<b><u>Subtotal GF-49</u></b>					<b><u>\$ 1884</u></b>

**47.) BID SCHEDULE – GF-54 (Southside Rider Btwn Old Evans & El Nido): Shares Water Meter From BZ-60**

1.	L.S.	Maintain 5,455 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 92 L.S.	X 18	\$ 1656
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 33 L.S.	X 26	\$ 858
3.	L.S.	Provide and Apply Fertilizer within 5,455 S.F. of Maintenance area per Specifications.	\$ 30 L.S.	X 3	\$ 90
<b>Subtotal GF-54</b>					<b>\$ 2604</b>

**49.) BID SCHEDULE – GF-59 (Redlands and Rider)**

1.	L.S.	Pick up trash and debris and weed abate 230,000 S.F. of Right-of-Way, Medians or unimproved areas on a bi-weekly or as-needed basis, per Specifications.	\$ 196 L.S.	X 26	\$ 5096
<b>Subtotal GF-59</b>					<b>\$ 5096</b>

**52.) BID SCHEDULE – FC-14 (Bradley Earthen Channel)**

1.	L.S.	Weed and Maintain 5,876 L.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	\$ 1460 L.S.	X 5	\$ 7300
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 59 L.S.	X 26	\$ 1534
<b>Subtotal FC-14</b>					<b>\$ 8834</b>

**53.) BID SCHEDULE – FC-22 (Oak Leaf Ln. / Blazing Star Dr.)**

**Shares water meter from PK-13**

1.	L.S.	Weed and Maintain 34,000 L.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	\$ 584 L.S.	X 5	\$ 2920
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 73 L.S.	X 26	\$ 1898
			<b>Subtotal FC-22</b>		<b>\$ 4818</b>

**SUB- TOTAL ALL BASE BID SCHEDULES (11 through 53):**

**\$ 141,571.00**  
**( In Figures)**

**SUB-TOTAL ALL BASE BID SCHEDULES (11 through 53):**

**\$ One hundred forty one thousand five hundred seventy one and 00/100 dollars**  
**( In Words)**

 Initial

**EXHIBIT B**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES (SPEC. #LMD-1-2017-18-01)**

Bidder (Company Name): Bill and Daves Landscape Maintenance Inc.

**Supplemental Work Bid Schedule**

All materials under the Supplemental Work Bid schedule shall be billed at Labor Cost plus fifteen percent (15%) and material cost plus ten percent (10%). Contractor shall be required to submit backup documentation for labor and material costs associated with supplemental bid schedule items and tasks. Markup percentages shall include all overhead and profit.

The provisions contained in Section 3-2, "Changes Initiated by the Agency", of the Standard Specifications shall not apply to Supplemental Items of Work, therefore, no adjustment shall, be made in the contract unit price for increased or decreased quantities of Supplemental Items of Work. By submitting this bid, Contractor acknowledges and agrees that quantities may be equal to, less than, or more than those listed below for repair or restoration of landscaping areas during the term of the Contract.

**58) ADDITIVE ALTERNATIVE-SUPPLEMENTAL WORK BID SCHEDULE**

Bid Item No.	(A) Unit	(B) Item Description	(C) Unit Price	(D) Unit	(E) [C x D] Total Unit Cost Includes 15% Labor & 10% Material Overhead Markup
1	6000 SF	Provide / Replace/Install of Turf Sod per Square Foot, for areas up to 6000 square feet including all labor and materials to install per Specifications	\$ 1 SF	X 6000	\$ 6,000
2	2000 LF	Provide and Install of temporary 6' chain link fencing in park areas for extended 3 month repair periods	\$ 3.2 LF	X 2000	\$ 6,400
3	1200 LF	Provide and Install of temporary 4' orange safety fencing in park areas for turf over-seeding for extended 3 month repair periods	\$ 1.2 LF	X 1200	\$ 1,440
4	30 EA	Provide/Replace/Install 15-Gallon Tree including all labor, stakes, and materials to install per Specifications	\$ 65 EA	X 30	\$ 1,950
5	60 EA	Provide/Replace/Install of 24" Box Tree, including all labor, stakes, and materials to install per Specifications	\$ 200 EA	X 60	\$ 12,000
6	15 EA	Provide/Replace/Install of 36" Box Tree, including all labor, stakes, guy wires, and materials to install per Specifications	\$ 375 EA	X 15	\$ 5,625

7	5 EA	Provide/Replace/Install of 48" Box Tree, including all labor, stakes, and materials to install per Specifications	\$ 1,600 EA	X 5	\$ 8,000
8	300 EA	Provide/Replace/Install of Ground Cover rooted cuttings nursery flat, including all labor and materials to install per Specifications	\$ 35 EA	X 300	\$ 10,500
9	300 EA	Provide/Replace/Install of 1-Gallon Shrub, including all labor and materials to install per Specifications	\$ 9 EA	X 300	\$ 2,700
10	150 EA	Provide/Replace/Install of 5-Gallon Shrub, including all labor and materials to install per Specifications	\$ 18 EA	X 150	\$ 2,700
11	40 EA	Provide/Replace/Install of 1-Gallon Vine, including all labor and materials to install per Specifications	\$ 18 EA	X 40	\$ 720
12	40 EA	Provide/Replace/Install of 5-Gallon Vine, including all labor and materials to install per Specifications	\$ 30 EA	X 40	\$ 1,200
13	500 HOURS	Cost of Labor for Weed Abatement for Extra Work per Fully Burdened Labor Hour (Salary, Benefits, Overhead and Profit) per Specifications	\$ 35 HR	X 500	\$ 17,500

**SUB-TOTAL ADDITIVE BID  
SCHEDULE #58:**

**\$ 76,735.00**

**( In Figures)**

**SUB-TOTAL ADDITIVE BID  
SCHEDULE #58:**

**Seventy six thousand seven hundred thirty five and 00/100  
dollars**

**( In Words)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID  
SCHEDULES (SCHEDULES #11 through #58):**

**\$ 218,306.00**

**(In Figures)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID  
SCHEDULES (Items #11 through #58):**

**Two hundred eighteen thousand three hundred six and 00/100 dollars**

**(In Words)**

**(In Words, Cont'd)**

Please note the following regarding bids:

- A. Award of the contract, if made, will be made to **three (3) lowest and responsible bidders**, based upon the lowest total of all bid items within **North-West Area Base Bid Schedules #1 through #10, and #12, 14, 15, 17, 19, 24, 25, 26, and #30 through #44, and #46, 48, 49, 50, 51, 54** and Additive Alternative Supplemental Bid Schedule #58 combined; and **North-East Area Base Bid Schedules #11, 13, 16, 18, 20, 21, 22, 23, 27, 28, 29, 45, 47, 52, 53**, and Additive Alternative Supplemental Bid Schedule #58, combined; and **Ball Field Areas Base Bid Schedules #55, 56, 57, and Additive Alternative Supplemental Bid Schedule #58, combined**; is expected **July 11, 2017**. It shall be at the City's sole discretion to determine the sequencing of the three individual awards that shall serve the City's best interest.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Attn: David Leidenfrost  
Bill & Dave's Landscape Maintenance  
1153 Harley Knox Blvd.  
Perris, CA 92571

### CHANGE ORDER

Order No. 1

Date: February 14, 2018

Contract Date: July 11, 2017

Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts

Contractor: Bill & Dave's Landscape Maintenance

This Change Order #3 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the LMD-1-2017-18-01-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor addition of Phase II of BZ-70 and the Medians along Harley Knox Blvd. Notice to proceed work on the parkway areas and hardscape, approximately 22,637 sq.ft at BZ-70 and maintenance of the medians along Harley Knox Blvd, between Nevada Ave and Indian Ave effective Tuesday, February 20, 2018. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
<u>27a.) Bid Schedule BZ-70 (Exhibit 1)</u>		
Items 1 through 3	Change Order #1	\$5,655.00
<u>49a.) Bid Schedule Harley Knox Medians (Exhibit 2)</u>		
Items 1 through 3	Change Order #1	\$2,152.00

Sheet #2 of 2  
Change Order #1  
February 14, 2018

Original Contract Price: \$ 218,306.00

Contract Price Will be Increased: \$ 7,807.00  
(Due to this change order)

New Contract Price Including This Change Order: \$226,113.00  
(Two hundred twenty-six thousand, one hundred and thirteen 00/100 dollars)

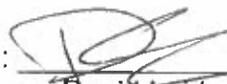
Contract Time:

Contract time will remain the same:

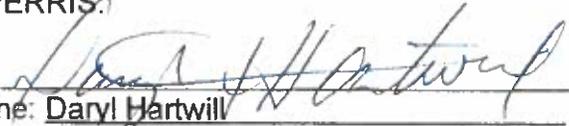
APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance.

**BILL & DAVE'S LANDSCAPE MAINTENANCE**

Signature:   
Typed Name: David Leidenfrost Date: 3/7/18  
Title: General Manager

**CITY OF PERRIS:**

Signature:   
Typed Name: Daryl Hartwill Date: 2/28/18  
Title: Director of Public Works

Attachment: Exhibit 1 & Exhibit 2

End of Change Order #1

**EXHIBIT 1**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2017-18-01)**

**Bidder (Company Name): Bill & Dave's Landscape Maintenance, Inc.**

**Bid Schedule**

(A) BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE  (FIGURES) (C x D)
1.	L.S.	Maintain 22,637 S.F. of Parkway Areas and medians, on a tri-weekly and as-needed basis per Specifications.	\$ 385.00	X 9	\$ 3,465.00
			L.S.		
2.	L.S.	Pick up trash and debris and weed abatement hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 150.00	X 13	\$ 1,950.00
			L.S.		
3.	L.S.	Provide and Apply Fertilizer within 22,637 S.F. of Maintenance per Specifications	\$ 120.00	X 2	\$ 240.00
			L.S.		
				<b>Subtotal BZ-70</b>	<b>\$ 5,655.00</b>



**EXHIBIT 2**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2017-18-01)**

**Bidder (Company Name): Bill & Dave's Landscape Maintenance, Inc.**

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES) (C x D)
<b>27a.) BID SCHEDULE – GF-Harley Knox Blvd Medians :</b>					
1.	L.S.	Maintain planter area within medians located at Harley Knox Blvd., between Nevada Ave. and Indian Ave. on a tri-weekly and as-needed basis per Specifications.	\$ 100.00	X 9	\$ 900.00
			L.S.		
2.	L.S.	Pick up trash and debris and weed abatement hardscape, turf, shrub, planter areas, etc per Specifications.	\$ 80.00	X 13	\$ 1,040.00
			L.S.		
3.	L.S.	Provide and Apply Fertilizer along the medians located on Harley Knox Blvd., between Nevada Ave. and Indian Ave. per Specifications.	\$ 106.00	X 2	\$ 212
			L.S.		
		<b>Subtotal GF Harley Knox Medians</b>			<b>\$ 2,152.00</b>





**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**

Attn: David Leidenfrost  
Bill & Dave's Landscape Maintenance  
1153 Harley Knox Blvd.  
Perris, CA 92571

**CHANGE ORDER**

Order No. 2

Date: May 17, 2018

Contract Date: July 11, 2017

Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts

Contractor: Bill and Dave's Landscape Maintenance, Inc.

This Change Order #2 changes the Agreement between the City of Perris and Bill & Dave's Landscape Inc. for the LMD-1-2017-18-01-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor addition of BZ-125. Notice to proceed work on the parkway and medians consisting of hardscape, turf, shrub, planter areas, approximately 44,895 sq.ft effective Monday, May 28, 2018. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
<u>53a.) Bid Schedule BZ-125 (Medians/Parkways)</u>		
Items 1 through 3	Change Order #2	\$ 15,560.00

Sheet #2 of 2  
Change Order #2  
May17, 2018

Original Contract Price: \$ 226,113.00

Contract Price Will be Increased: \$ 15,560.00  
(Due to this change order)

New Contract Price Including This Change Order: \$ 241,673.00  
(Two hundred and forty-one thousand six hundred and seventy three 00/100)

Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance, Inc.:

ADAME LANDSCAPE, INC.:

Signature:   
Typed Name: David Leidenfrost Date: 5/20/18  
Title: General Manager

CITY OF PERRIS  
Signature:   
Typed Name: Daryl Hartwill Date: 5/18/18  
Title: Director of Public Works

Attachment: Exhibit 1

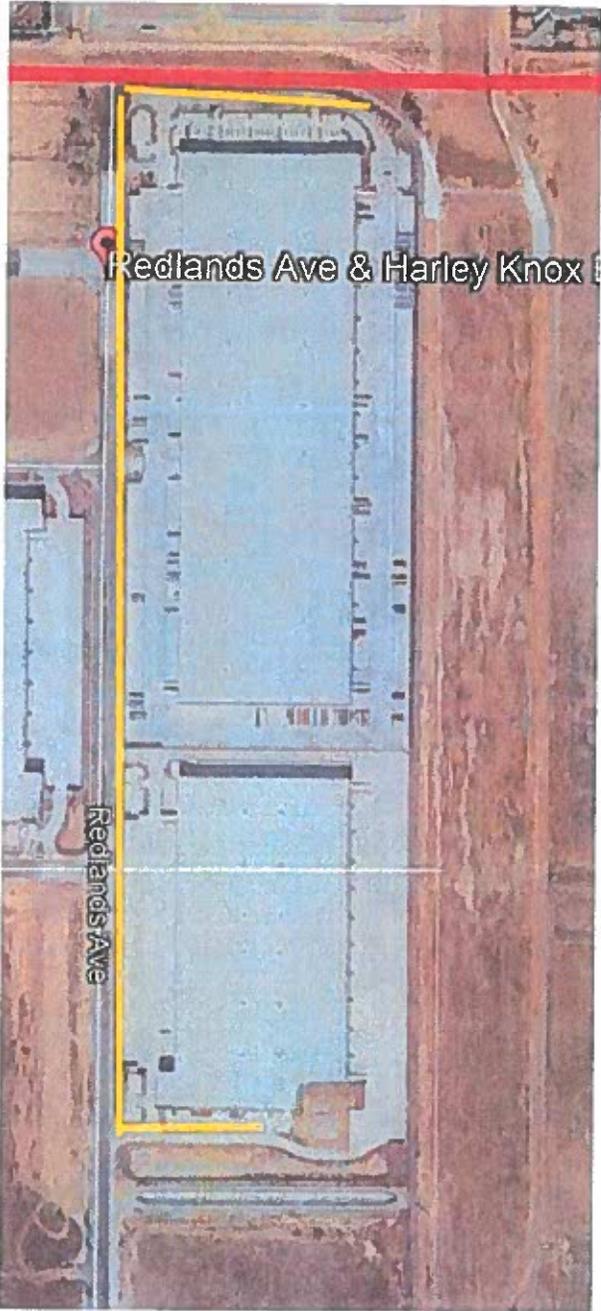
End of Change Order #2

**EXHIBIT 2**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2017-18-01)**

Bill & Dave's Landscape Maintenance, Inc.

**Bid Schedule**

(A)	(B)	(C)	(D)	(E)	
BID ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE (FIGURES)	FREQUENCY PER WEEK, MONTH, APPLICATION	YEARLY PRICE (FIGURES) (C x D)
<b>53a.) BID SCHEDULE – BZ-125 (Parkway and Medians)</b>					
On Redlands Ave. between Ramona Expressway and past Harley Knox Blvd. North.					
The new Home Depot Distribution Center					
1.	L.S.	Maintain 44,895 S.F. of Parkways Area, and medians on a tri-weekly and as-needed basis per Specifications.	\$ 560.00	X 18	\$ 10,080.00
			L.S.		
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 190.00	X 26	\$ 4,940.00
			L.S.		
3.	L.S.	Provide and Apply Fertilizer within 44,895 S.F. of Maintenance area per Specifications.	\$ 180.00	X 3	\$ 540.00
			L.S.		
				<b><u>Subtotal BZ-125</u></b>	<b>\$ 15,560.00</b>





# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Attn: David Leidenfrost  
Bill & Dave's Landscape Maintenance  
1153 Harley Knox Blvd.  
Perris, CA 92571

### CHANGE ORDER

Order No. 4

Date: November 30, 2018

Contract Date: July 11, 2018

Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts

Contractor: Bill & Dave's Landscape Maintenance

This Change Order #4 changes the Agreement between the City of Perris and Bill & Dave's Landscape. for the LMD-1-2017-18-01-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor due to additional frequency of services to Phase II of BZ-70 and the Medians along Harley Knox Blvd. Notice to continue work on the parkway areas and hardscape approximately 22,637 sq.ft. at BZ70 and maintenance of the medians along Harley Knox Blvd., between Nevada Ave. and Indian Ave. effective Monday, December 3, 2018. Contractor shall be paid at the Contract unit price indicated and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
Add frequency of service and compensation w/CO# 4		
<u>27a.) Bid Schedule BZ-70 (Exhibit 1) – Additional Compensation</u>		
Items 1 through 3	Change Order #4	\$5,535.00
<u>49a.) Bid Schedule Harley Knox Medians (Exhibit 2) - Additional Compensation</u>		
Items 1 through 3	Change Order #4	\$2,046.00

Original Contract Price: \$ 241,673.00

Contract Price Will be Increased By: \$ 7,581.00  
(Due to this change order)

New Contract Price Including This Change Order: \$ 249,254.00  
(Two hundred forty-nine thousand, two hundred and fifty four 00/100 dollars)

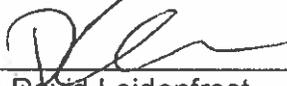
Contract Time:

Contract time will remain the same:

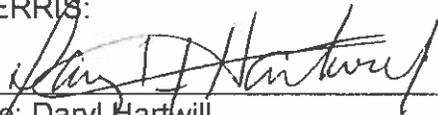
APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance.

BILL & DAVE'S LANDSCAPE MAINTENANCE

Signature:   
Typed Name: David Leidenfrost Date: 12/11/18  
Title: General Manager

CITY OF PERRIS:

Signature:   
Typed Name: Daryl Hartwill Date: 12/3/18  
Title: Director of Public Works

Attachment: Exhibit 1 & Exhibit 2

End of Change Order #4



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Carlos Adame  
Adame Landscape, Inc.  
41863 Juniper Street  
Murrieta, CA 92562

### CHANGE ORDER

**Order No. 4**

**Date: June 11, 2019**

**Original Contract Date: July 11, 2017**

**Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts**

**Contractor: Adame Landscape, Inc.**

This Change Order #4 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend the original contract term for, LMD 1-2017-18-01 that expired on July 11, 2019. The new expiration date will be June 30, 2020; the total contract amount is \$219,399.07. The Contractor shall be paid per the lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

Contractor will provide updated insurance prior to the beginning of the new term.

Original Contract Price: \$208,363.60

Current Contract Price:  
[Adjusted by previous Change Orders #1,3] \$219,399.07

New Contract Price Including This Change Order: \$219,399.07

(Two hundred and nineteen thousand, three hundred and ninety-nine and 07/100 dollars)

Sheet#2 of 2  
Change Order #4  
June 11, 2019

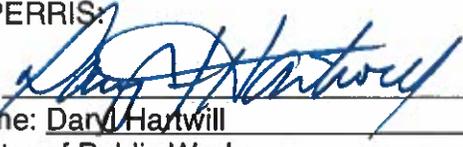
APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.

ADAME LANDSCAPE, INC.:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: Carlos Adame  
Title: Owner

CITY OF PERRIS:

Signature:  \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: Daryl Hartwill  
Title: Director of Public Works

Attachment: Exhibit B – Schedule of Compensation

End of Change Order #4

**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

**EXHIBIT B**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES (SPEC. #LMD-1-2017-18-01)**  
**NORTH-WEST AREAS**

Bidder (Company Name): Adame Landscape, Inc.

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER BI- WEEKLY OR TRI- WEEKLY, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES)  (C x D)
<b><u>1.) BID SCHEDULE – BZ-1B (Tract 17399):</u></b>					
1.	L.S.	Maintain 5,757 S.F. of Planter Area, on a tri-weekly and as-needed basis, per Specifications.	\$ 8.00 L.S.	X 18	\$ 144.00
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 17.71 L.S.	X 26	\$ 460.46
3.	L.S.	Provide and Apply Fertilizer within 5,757 S.F. of Maintenance per Specifications.	\$ 22.26 L.S.	X 3	\$ 66.78
<b><u>Subtotal BZ-1B</u></b>					<b>\$ 671.24</b>
<b><u>2.) BID SCHEDULE – BZ-2 (Tract 19893):</u></b>					
1.	L.S.	Maintain 6,700 S.F. of Planter Area, on a tri-weekly and as-needed basis, per Specifications.	\$ 9.31 L.S.	X 18	\$ 167.58
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 20.62 L.S.	X 26	\$ 536.12
3.	L.S.	Provide and Apply Fertilizer within 6,700 S.F. of Maintenance per Specifications.	\$ 25.91 L.S.	X 3	\$ 77.73
<b><u>Subtotal BZ-2</u></b>					<b>\$ 781.43</b>
<b><u>3.) BID SCHEDULE – BZ-5 (Tract 20538):</u></b>					
1.	L.S.	Weed abate and maintain 24,000 S.F. of Former Turf Area, bi-weekly and as-needed per Specifications.	\$ 46.15 L.S.	X 26	\$ 1,199.90

2.	L.S.	Maintain 25,100 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 34.86 L.S.	X 18	\$ 627.48
3.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 77.23 L.S.	X 26	\$ 2,007.98
4.	L.S.	Provide and Apply Fertilizer within 25,100 S.F. of Maintenance area per Specifications.	\$ 97.05 L.S.	X 3	\$ 291.15
<b>Subtotal BZ-5</b>					\$ 4,126.51

**4.) BID SCHEDULE – BZ-9 (Tract 22248)**

1.	L.S.	Weed abate and maintain 11,500 S.F. of Former Turf Area bi-weekly and as-needed per Specifications.	\$ 22.12 L.S.	X 26	\$ 575.12
2.	L.S.	Maintain 17,800 S.F. of Planter Area on a tri-weekly and as-needed basis per specifications.	\$ 24.72 L.S.	X 18	\$ 444.96
3.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 54.77 L.S.	X 26	\$ 1424.02
4.	L.S.	Provide and Apply Fertilizer within 17,800 S.F. of Maintenance area per Specifications.	\$ 68.83 L.S.	X 3	\$ 206.49
<b>Subtotal BZ-9</b>					\$ 2650.59

**5.) BID SCHEDULE – BZ-11 (Tract 22988-1)**

1.	L.S.	Maintain 23,200 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 32.22 L.S.	X 18	\$ 579.96
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 71.38 L.S.	X 26	\$ 1855.88
3.	L.S.	Provide and Apply Fertilizer within 23,200 S.F. of Maintenance area per Specifications.	\$ 89.71 L.S.	X 3	\$ 269.13
<b>Subtotal BZ-11</b>					\$ 2,704.97

**6.) BID SCHEDULE – BZ-12 (Tract 22988):**

1.	L.S.	Maintain 5,454 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 7.58 L.S.	X 18	\$ 136.44
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 16.78 L.S.	X 26	\$ 436.28
3.	L.S.	Provide and Apply Fertilizer within 5,454 S.F. of Maintenance area per Specifications.	\$ 21.09 L.S.	X 3	\$ 63.27
<b>Subtotal BZ-12</b>					\$ 635.99

**7.) BID SCHEDULE – BZ-15 (Tract 23825/1-4)**

1.	L.S.	Maintain 7,974 S.F. of Turf Area on Wilson Ave. from Nov. 1 to Feb. 28 per Specifications.	\$ 15.33 L.S.	X 8	\$ 122.64
2.	L.S.	Maintain 7,974 S.F. of Turf Area on Wilson Ave. from Mar.1 to Oct. 31 per Specifications.	\$ 15.33 L.S.	X 35	\$ 536.55
3.	L.S.	Provide 7,974 S.F. of Turf Area Aeration on Wilson Ave. annually per Specifications.	\$ 124.39 L.S.	X 1	\$ 124.39
4.	L.S.	Provide 7,974 S.F of Turf Overseeding on Wilson Ave. on an annual basis prior to Nov. 15 per Specifications	\$ 299.82 L.S.	X 1	\$ 299.82
5.	L.S.	Maintain 9,040 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 10.04 L.S.	X 18	\$ 180.72
6.	L.S.	Weed abate and maintain 5,586 S.F. of Former Turf Areas bi-weekly and as-needed on Citrus Ave. per specifications.	\$ 10.74 L.S.	X 26	\$ 279.24
7.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 27.82 L.S.	X 26	\$ 723.32
8.	L.S.	Provide and Apply Fertilizer within 17,014 S.F. of Maintenance area per Specifications.	\$ 65.79 L.S.	X 3	\$ 197.37
<b>Subtotal BZ-15</b>					\$ 2,464.05

**8.) BID SCHEDULE – BZ-18 (Tract 20645-2/31683):**

1.	L.S.	Maintain 2,700 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 3.00 L.S.	X 18	\$ 54.00
2.	L.S.	Weed and Maintain 11,210 S.F. of Landscaped Buffer Areas, Basins, Bio-Swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 65.39 L.S.	X 5	\$ 326.95
3.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 12.19 L.S.	X 26	\$ 316.94
4.	L.S.	Provide and Apply Fertilizer within 2,700 S.F. of Maintenance area per Specifications.	\$ 10.44 L.S.	X 3	\$ 31.32
<b>Subtotal BZ-18</b>					<b>\$ 729.21</b>

**9.) BID SCHEDULE – BZ-21 (Tract 20211)**

1.	L.S.	Maintain 1,878 S.F. of Turf Area on Redlands (b/w Waller and Jordana) from Nov. 1 to Feb. 28 per Specifications.	\$ 3.61 L.S.	X 8	\$ 28.88
2.	L.S.	Maintain 1,878 S.F. of Turf Area on Redlands (b/w Waller and Jordana) from Mar. 1 to Oct. 31 per Specifications.	\$ 3.61 L.S.	X 35	\$ 126.35
3.	L.S.	Provide 1,878 S.F. of Turf Area Aeration on Redlands (b/w Waller and Jordana) annually per Specifications.	\$ 30.00 L.S.	X 1	\$ 30.00
4.	L.S.	Provide 1,878 S.F. of Turf Over-seeding on Redlands (b/w Waller and Jordana) on an annual basis prior to Nov. 15 per Specifications	\$ 70.61 L.S.	X 1	\$ 70.61
5.	L.S.	Maintain 16,600 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 23.06 L.S.	X 18	\$ 415.08

6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 51.08 L.S.	X 26	\$ 1,328.08
7.	L.S.	Provide and Apply Fertilizer within 18,478 S.F. of Maintenance area per Specifications.	\$ 71.45 L.S.	X 3	\$ 214.35
<b>Subtotal BZ-21</b>					<b>\$ 2,213.35</b>

**10.) BID SCHEDULE – BZ-23 (Tract 26437)**

1.	L.S.	Maintain 22,200 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 24.67 L.S.	X 18	\$ 444.06
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 68.31 L.S.	X 26	\$ 1,776.06
3.	L.S.	Provide and Apply Fertilizer within 22,200 S.F. of Maintenance area per Specifications.	\$ 85.84 L.S.	X 3	\$ 257.52
<b>Subtotal BZ-23</b>					<b>\$ 2,477.64</b>

**12.) BID SCHEDULE – BZ-28 (Tract 26618)**

1.	L.S.	Maintain 1,500 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications	\$ 2.88 L.S.	X 8	\$ 23.04
2.	L.S.	Maintain 1,500 S.F. of Turf Area from Mar. 1 to Oct. 31 per Specifications.	\$ 2.88 L.S.	X 35	\$ 100.80
3.	L.S.	Provide 1,500 S.F. of Turf Area Aeration annually per Specifications.	\$ 23.40 L.S.	X 1	\$ 23.40
4.	L.S.	Provide 1,500 S.F. of Over-seeding on an annual basis prior to Nov. 15 per Specifications	\$ 56.40 L.S.	X 1	\$ 56.40
5.	L.S.	Maintain 800 S.F. of Planter Area, on a tri-weekly and as-needed basis Specifications.	\$ 1.11 L.S.	X 18	\$ 19.98
6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 2.46 L.S.	X 26	\$ 63.96

7.	L.S.	Provide and Apply Fertilizer within 2,300 S.F. of Maintenance area per Specifications.	\$ 8.89 L.S.	X 3	\$ 26.67	
					<b>Subtotal BZ-28</b>	\$ 314.25

**14.) BID SCHEDULE – BZ-37 (Tract 24111):**

1.	L.S.	Maintain 10,630 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 14.76 L.S.	X18	\$ 265.68	
2.	L.S.	Provide and Apply Fertilizer within 10,630 S.F. of Maintenance area per Specifications.	\$ 41.10 L.S.	X 3	\$ 123.30	
3.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 32.70 L.S.	X 26	\$ 850.20	
4.	L.S.	Provide 597 L.F. of Drainage Maintenance (Where Applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross-gutters, etc. at specified intervals per Specifications.	\$ 298.50 L.S.	X 5	\$ 1492.50	
					<b>Subtotal BZ-37</b>	\$ 2,731.68

**15.) BID SCHEDULE – BZ-40 (Tract 30144):**

1.	L.S.	Weed abate and maintain 1,200 S.F. of Former Turf Area bi-weekly and as-needed per Specifications.	\$ 2.31 L.S.	X 26	\$ 60.06	
2.	L.S.	Maintain 6,900 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications	\$ 9.58 L.S.	X 18	\$ 172.44	
3.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 21.23 L.S.	X 26	\$ 551.98	
4.	L.S.	Provide and Apply Fertilizer within 6,900 S.F. of Maintenance area per Specifications.	\$ 26.68 L.S.	X 3	\$ 80.04	
					<b>Subtotal BZ-40</b>	\$ 864.52

**17.) BID SCHEDULE – BZ-49 (Tract 30751):**

1.	L.S.	Maintain 8,610 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 11.96 L.S.	X 18	\$ 215.28
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 26.49 L.S.	X 26	\$ 688.74
3.	L.S.	Provide and Apply Fertilizer within 8,610 S.F. of Maintenance area per Specifications.	\$ 33.29 L.S.	X 3	\$ 99.87
<b><u>Subtotal BZ-49</u></b>					<b>\$ 1,003.89</b>

**19.) BID SCHEDULE – BZ-52 (Tract 31241)**

1.	L.S.	Maintain 169,999 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 236.11 L.S.	X 18	\$ 4,249.98
2.	L.S.	Provide and apply Fertilizer within 169,999 S.F. of Maintenance area per Specifications.	\$ 657.33 L.S.	X 3	\$ 1,971.99
3.	L.S.	Weed and Maintain 23,500 S.F. of Landscaped Buffer Areas, Basins, Bio-Swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 137.08 L.S.	X 5	\$ 685.40
4.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 531.20 L.S.	X 26	\$ 13,811.20
<b><u>Subtotal BZ-52</u></b>					<b>\$ 20,718.57</b>

**21.) BID SCHEDULE – BZ-59 (Tract 29425):**

1.	L.S.	Maintain 33,150 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 63.75 L.S.	X 8	\$ 510.00
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2.	L.S.	Maintain 33,150 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 63.75 L.S.	X 35	\$ 2,231.25
3.	L.S.	Provide 33,150 S.F. of Turf Area Aeration annually per Specifications.	\$ 517.14 L.S.	X 1	\$ 517.14
4.	L.S.	Provide 33,150 S.F of Turf Overseeding on an annual basis prior to Nov. 15 per Specifications	\$1,246.44 L.S.	X 1	\$ 1,246.44
5.	L.S.	Maintain 65,515 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 90.99 L.S.	X 18	\$ 1637.82
6.	L.S.	Provide and Apply Fertilizer within 98,665 S.F. of Maintenance area per Specifications.	\$ 381.50 L.S.	X 3	\$ 1144.50
7.	L.S.	Maintain 5,200 S.F. of Planter Area within Bio-swale on a tri-weekly and as-needed basis per Specifications.	\$ 7.22 L.S.	X 18	\$ 129.96
8.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, bio-swales, etc. per Specifications.	\$ 217.58 L.S.	X 26	\$ 5,657.08
<b>Subtotal BZ-59</b>					<b>\$ 13,074.19</b>

**24.) BID SCHEDULE – BZ-65 (Tract 32262) (DPR04-0343)**

1.	L.S.	Maintain 2,641 S.F. of Concrete Medians on a tri-weekly and as-needed basis per Specifications.	\$ 3.67 L.S.	X 18	\$ 66.06
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 8.13 L.S.	X 26	\$ 211.38
<b>Subtotal BZ-65</b>					<b>\$ 277.44</b>

**25.) BID SCHEDULE – BZ-66 (Tract 32793/33720)**

1.	L.S.	Maintain 9,240 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 12.83 L.S.	X 18	\$ 230.94
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 28.43 L.S.	X 26	\$ 739.18

3.	L.S.	Provide and Apply Fertilizer within 9,240 S.F. of Maintenance area per Specifications.	\$ 35.73 L.S.	X 3	\$ 107.19
				<b>Subtotal BZ-66</b>	\$ 1077.31

**26.) BID SCHEDULE – BZ-67 (PM 31832):**

1.	L.S.	Maintain 8,050 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 11.18 L.S.	X 18	\$ 201.24
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 24.77 L.S.	X 26	\$ 644.02
3.	L.S.	Provide and Apply Fertilizer within 8,050 S.F. of Maintenance area per Specifications.	\$ 31.13 L.S.	X 3	\$ 93.39
				<b>Subtotal BZ-67</b>	\$ 938.65

**30.) BID SCHEDULE – BZ-73 (Tract 31660)**

1.	L.S.	Maintain 21,978 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 30.53 L.S.	X 18	\$ 549.54
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 67.62 L.S.	X 26	\$ 1,758.12
3.	L.S.	Provide and Apply Fertilizer within 21,978 S.F. of Maintenance area per Specifications.	\$ 84.98 L.S.	X 3	\$ 254.94
				<b>Subtotal BZ-73</b>	\$ 2,562.60

**31.) BID SCHEDULE – BZ-74 (Tract 32428):**

1.	L.S.	Maintain 25,265 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 35.09 L.S.	X 18	\$ 631.62
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 77.74 L.S.	X 26	\$ 2,021.24
3.	L.S.	Provide and Apply Fertilizer within 25,265 S.F. of Maintenance area per Specifications.	\$ 97.69 L.S.	X 3	\$ 293.07
				<b>Subtotal BZ-74</b>	\$ 2,945.93

**32.) BID SCHEDULE – BZ-84 (DPR 04-0464)**

1.	L.S.	Maintain 5,825 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis weekly per Specifications.	<u>\$ 8.09</u> L.S.	<u>X 18</u>	<u>\$ 145.62</u>
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 17.92</u> L.S.	<u>X 26</u>	<u>\$ 465.92</u>
3.	L.S.	Provide and Apply Fertilizer within 5,825 S.F. of Maintenance area per Specifications.	<u>\$ 22.52</u> L.S.	<u>X 3</u>	<u>\$ 67.56</u>
<b>Subtotal BZ-84</b>					<u>\$ 679.10</u>

**33.) BID SCHEDULE – BZ 85 (Tract 32262) (DPR06-0450)**

1.	L.S.	Maintain 2,970 S.F. of Concrete Medians and Planter Area, on a tri-weekly and as-needed basis per Specifications.	<u>\$ 4.13</u> L.S.	<u>X 18</u>	<u>\$ 74.34</u>
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 9.14</u> L.S.	<u>X 26</u>	<u>\$ 237.64</u>
3.	L.S.	Provide and Apply Fertilizer within 1,822 S.F. of Maintenance area per Specifications.	<u>\$ 7.05</u> L.S.	<u>X 3</u>	<u>\$ 21.15</u>
<b>Subtotal BZ-85</b>					<u>\$ 333.13</u>

**34.) BID SCHEDULE – BZ-87**

1.	L.S.	Maintain 9,970 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	<u>\$ 13.85</u> L.S.	<u>X 18</u>	<u>\$ 249.30</u>
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 30.68</u> L.S.	<u>X 26</u>	<u>\$ 797.68</u>
3.	L.S.	Provide and Apply Fertilizer within 9,970 S.F. of Maintenance area per Specifications.	<u>\$ 38.55</u> L.S.	<u>X 3</u>	<u>\$ 115.65</u>
<b>Subtotal BZ-87</b>					<u>\$ 1,162.63</u>

**35.) BID SCHEDULE – BZ 89 (Tract 32262) (CUP09-01008)**

1.	L.S.	Maintain 2,676 S.F. of Concrete Medians and Planter Area, on a tri-weekly and as-needed basis, per Specifications.	\$ 3.72 L.S.	X 18	\$ 66.96
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 11.31 L.S.	X 26	\$ 294.06
3.	L.S.	Provide and Apply Fertilizer within 630 S.F. of Maintenance area per Specifications.	\$ 2.44 L.S.	X 3	\$ 7.32
<b>Subtotal BZ-89</b>					\$ 368.34

**36.) BID SCHEDULE – BZ-90**

1.	L.S.	Maintain 12,770 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 17.74 L.S.	X 18	\$ 319.32
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 39.29 L.S.	X 26	\$ 1,021.54
3.	L.S.	Provide and Apply Fertilizer within 6,000 S.F. of Maintenance area per Specifications.	\$ 23.20 L.S.	X 3	\$ 69.60
<b>Subtotal BZ-90</b>					\$ 1,410.46

**37.) BID SCHEDULE – BZ-94**

1.	L.S.	Maintain 75,274 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 104.55 L.S.	X 18	\$ 1,881.90
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 231.61 L.S.	X 26	\$ 6,021.86
3.	L.S.	Provide and Apply Fertilizer within 63,628 S.F. of Maintenance area per Specifications.	\$ 246.03 L.S.	X 3	\$ 738.09
<b>Subtotal BZ-94</b>					\$ 8,641.85

**39.) BID SCHEDULE – BZ-99**

1.	L.S.	Maintain 6,280 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 8.72 L.S.	X 18	\$ 156.96
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 19.32 L.S.	X 26	\$ 502.32
3.	L.S.	Provide and Apply Fertilizer within 6,280 S.F. of Maintenance area per Specifications.	\$ 24.28 L.S.	X 3	\$ 72.84
<b>Subtotal BZ-99</b>					<b>\$ 732.12</b>

**40.) BID SCHEDULE – GF-01 (Aurora Dr. and Redlands): Shares Water Meter with BZ-40**

1.	L.S.	Maintain 4,280 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 5.94 L.S.	X 18	\$ 106.92
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 13.17 L.S.	X 26	\$ 342.42
3.	L.S.	Provide and Apply Fertilizer within 4,280 S.F. of Maintenance area per Specifications.	\$ 16.55 L.S.	X 3	\$ 49.65
<b>Subtotal GF-01</b>					<b>\$ 498.99</b>

**41.) BID SCHEDULE – GF-36 (Ramona Expressway St. Medians)**

1.	L.S.	Maintain 68,504 S.F. of Median Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 95.14 L.S.	X 18	\$ 1,712.52
2.	L.S.	Provide and Apply Fertilizer within 68,504 S.F. of Maintenance area per Specifications.	\$ 264.88 L.S.	X 3	\$ 794.64
3.	L.S.	Weed and maintain 106,365 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	\$ 620.46 L.S.	X 5	\$ 3,102.30

4.	L.S.	Pick up trash and debris and weed abate median, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 247.60 L.S.	X 26	\$ 6,437.60
			<b><u>Subtotal GF-36</u></b>		<b><u>\$ 12,047.06</u></b>

**42.) BID SCHEDULE – GF-42 (E side of Redlands from Sunset Channel to Citrus Ave.)**

1.	L.S.	Maintain 4,180 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 8.04 L.S.	X 8	\$ 64.32
2.	L.S.	Maintain 4,180 S.F. of Turf Area from Mar. 1 to Oct. 28 per Specifications.	\$ 8.04 L.S.	X 35	\$ 281.40
3.	L.S.	Maintain 13,200 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 18.33 L.S.	X 18	\$ 329.94
4.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 40.62 L.S.	X 26	\$ 1,056.12
5.	L.S.	Provide and Apply Fertilizer within 17,380 S.F. of Maintenance area per Specifications.	\$ 67.20 L.S.	X 3	\$ 201.60
			<b><u>Subtotal GF-42</u></b>		<b><u>\$ 1,933.38</u></b>

**43.) BID SCHEDULE – GF-43 (East Side Perris Blvd., South Along Rider)**

1.	L.S.	Pick up trash and debris and weed abate 11,400 S.F. of Right-of-Way or unimproved areas on a bi-weekly or as-needed basis, per Specifications.	\$ 30.69 L.S.	X 26	\$ 797.94
			<b><u>Subtotal GF-43</u></b>		<b><u>\$ 797.94</u></b>

**44.) BID SCHEDULE – GF-45 (Frontage Rd. from Morgan to Nuevo Btwn Fwy and Road)**

1.	L.S.	Pick up trash and debris and weed abate 280,000 S.F. of Right-of-Way or unimproved areas on a bi-weekly or as-needed basis, per Specifications.	\$ 600.00 L.S.	X 26	\$ 15,600
			<b><u>Subtotal GF-45</u></b>		<b><u>\$ 15,600</u></b>

**46.) BID SCHEDULE – GF-50 (Perris and Citrus Landscape)**

1.	L.S.	Maintain 9,448 S.F. of Syn Turf and Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 13.12 L.S.	X 18	\$ 236.16
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 29.07 L.S.	X 26	\$ 755.82
3.	L.S.	Provide and Apply Fertilizer within 9,448 S.F. of Maintenance area per Specifications.	\$ 36.53 L.S.	X 3	\$ 109.59
<b>Subtotal GF-50</b>					<b>\$ 1,101.57</b>

**48.) BID SCHEDULE – GF-58 (Perris and Ensenada Landscape)**

1.	L.S.	Maintain 5,880 S.F. of Planter Area, on a tri-weekly and as-needed per Specifications.	\$ 8.17 L.S.	X 18	\$ 147.06
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 18.09 L.S.	X 26	\$ 470.34
3.	L.S.	Provide and Apply Fertilizer within 5,880 S.F. of Maintenance area per Specifications.	\$ 22.74 L.S.	X 3	\$ 68.22
<b>Subtotal GF-58</b>					<b>\$ 685.62</b>

**50.) BID SCHEDULE – GF-61 (Indian Avenue Median)**

1.	L.S.	Maintain 42,104 S.F. of Cobble Medians and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 58.48 L.S.	X 18	\$ 1,052.64
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 129.55 L.S.	X 26	\$ 3,368.30
3.	L.S.	Provide and Apply Fertilizer within 30,126 S.F. of Maintenance area per Specifications.	\$ 116.49 L.S.	X 3	\$ 349.47
<b>Subtotal GF-61</b>					<b>\$ 4,770.41</b>

**51.) BID SCHEDULE – GF-Rider St.**

1.	L.S.	Pick up trash and debris and weed abate 129,906 S.F. of Right-of-Way or unimproved areas on a bi-weekly or as-needed basis, per Specifications.	\$ 225.00	X 26	\$ 5,850
			L.S.		
				<b>Subtotal GF-Rider</b>	<b>\$ 5,850</b>

**54.) BID SCHEDULE – FC-49 (Detention Basin)**

1.	L.S.	Weed and Maintain 39,390 S.F. of Landscaped Buffer Areas Basins, Bio-swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	\$ 229.77	X 5	\$ 1,148.85
			L.S.		
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 13.64	X 26	\$ 354.64
			L.S.		
				<b>Subtotal FC-49</b>	<b>\$ 1,503.49</b>

**SUB- TOTAL ALL BASE BID SCHEDULES (1 through 54):**

**\$ 124,080.10**

( In Figures)

**SUB-TOTAL ALL BASE BID SCHEDULES (1 through 54):**

**\$ One hundred twenty four thousand eighty and 10/100 dollars**

( In Words)

**EXHIBIT B**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES (SPEC. #LMD-1-2017-18-02)**

Bidder (Company Name): Adame Landscape, Inc.

**Supplemental Work Bid Schedule**

All materials under the Supplemental Work Bid schedule shall be billed at Labor Cost plus fifteen percent (15%) and material cost plus ten percent (10%). Contractor shall be required to submit backup documentation for labor and material costs associated with supplemental bid schedule items and tasks. Markup percentages shall include all overhead and profit.

The provisions contained in Section 3-2, "Changes Initiated by the Agency", of the Standard Specifications shall not apply to Supplemental Items of Work, therefore, no adjustment shall, be made in the contract unit price for increased or decreased quantities of Supplemental Items of Work. By submitting this bid, Contractor acknowledges and agrees that quantities may be equal to, less than, or more than those listed below for repair or restoration of landscaping areas during the term of the Contract.

**58) ADDITIVE ALTERNATIVE-SUPPLEMENTAL WORK BID SCHEDULE**

Bid Item No.	(A) Unit	(B) Item Description	(C) Unit Price	(D) Unit	(E) [C x D] Total Unit Cost Includes 15% Labor & 10% Material Overhead Markup
1	6000 SF	Provide / Replace/Install of Turf Sod per Square Foot, for areas up to 6000 square feet including all labor and materials to install per Specifications	\$ 0.73 SF	X 6000	\$ 4,380
2	2000 LF	Provide and Install of temporary 6' chain link fencing in park areas for extended 3 month repair periods	\$ 1.48 LF	X 2000	\$ 2,960
3	1200 LF	Provide and Install of temporary 4' orange safety fencing in park areas for turf over-seeding for extended 3 month repair periods	\$ 1.48 LF	X 1200	\$ 1,776
4	30 EA	Provide/Replace/Install 15-Gallon Tree including all labor, stakes, and materials to install per Specifications	\$ 76.60 EA	X 30	\$ 2,298
5	60 EA	Provide/Replace/Install of 24" Box Tree, including all labor, stakes, and materials to install per Specifications	\$ 202.50 EA	X 60	\$ 12,150
6	15 EA	Provide/Replace/Install of 36" Box Tree, including all labor, stakes, guy wires, and materials to install per Specifications	\$ 1,038.25 EA	X 15	\$ 15,573.75

7	5 EA	Provide/Replace/Install of 48" Box Tree, including all labor, stakes, and materials to install per Specifications	\$ 2,574.25 EA	X 5	\$ 12,871.25
8	300 EA	Provide/Replace/Install of Ground Cover rooted cuttings nursery flat, including all labor and materials to install per Specifications	\$ 20.98 EA	X 300	\$ 6,294
9	300 EA	Provide/Replace/Install of 1-Gallon Shrub, including all labor and materials to install per Specifications	\$ 7.95 EA	X 300	\$ 2,385
10	150 EA	Provide/Replace/Install of 5-Gallon Shrub, including all labor and materials to install per Specifications	\$ 20.95 EA	X 150	\$ 3,142.50
11	40 EA	Provide/Replace/Install of 1-Gallon Vine, including all labor and materials to install per Specifications	\$ 10.68 EA	X 40	\$ 427.20
12	40 EA	Provide/Replace/Install of 5-Gallon Vine, including all labor and materials to install per Specifications	\$ 24.88 EA	X 40	\$ 995.20
13	500 HOURS	Cost of Labor for Weed Abatement for Extra Work per Fully Burdened Labor Hour (Salary, Benefits, Overhead and Profit) per Specifications	\$ 28.75 HR	X 500	\$ 14,375

**SUB-TOTAL ADDITIVE BID  
SCHEDULE #58:**

**\$ 79,627.90**

**( In Figures)**

**SUB-TOTAL ADDITIVE BID  
SCHEDULE #58:**

**Seventy nine thousand, six hundred twenty seven and  
90/100 dollars**

**( In Words)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID  
SCHEDULES (SCHEDULES #1 through #58):**

**\$ 203,708.00**

**(In Figures)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID  
SCHEDULES (Items #1 through #58):**

**Two hundred three thousand seven hundred eight and 00/100 dollars**

**(In Words)**

**(In Words, Cont'd)**

Please note the following regarding bids:

- A. Award of the contract, if made, will be made to three (3) lowest and responsible bidders, based upon the lowest total of all bid items within North-West Area Base Bid Schedules #1 through #10, and #12, 14, 15, 17, 19, 24, 25, 26, and #30 through #44, and #46, 48, 49, 50, 51, 54 and Additive Alternative Supplemental Bid Schedule #58 combined; and North-East Area Base Bid Schedules #11, 13, 16, 18, 20, 21, 22, 23, 27, 28, 29, 45, 47, 52, 53, and Additive Alternative Supplemental Bid Schedule #58, combined; and Ball Field Areas Base Bid Schedules #55, 56, 57, and Additive Alternative Supplemental Bid Schedule #58, combined; is expected July 11, 2017. It shall be at the City's sole discretion to determine the sequencing of the three individual awards that shall serve the City's best interest.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Carlos Adame  
Adame Landscape, Inc.  
41863 Juniper Street  
Murrieta, CA 92562

### CHANGE ORDER

Order No. 1

Date: May 14, 2018

Contract Date: July 11, 2017

Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts

Contractor: Adame Landscape, Inc.

This Change Order #3 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the LMD-1-2017-18-01-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor addition of BZ-96. Notice to proceed work on the parkway and medians consisting of hardscape, turf, shrub, planter areas consisting of approximately 39,925 sq.ft effective Monday, May 21, 2018. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
<u>54a.) Bid Schedule BZ-96</u> Items 1 through 3	Change Order #1	\$4,655.60

Sheet #2 of 2  
Change Order #1  
February 14, 2018

Original Contract Price: \$ 203,708.00

Contract Price Will be Increased: \$ 4,655.60  
(Due to this change order)

New Contract Price Including This Change Order: \$208,363.60  
(Two hundred and eight thousand, and fifty four 84/100)

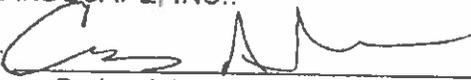
Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

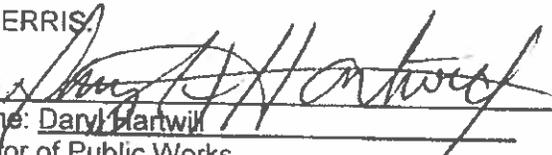
To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.:

ADAME LANDSCAPE, INC.:

Signature:   
Typed Name: Carlos Adame  
Title: General Manager

Date: 5/18/17

CITY OF PERRIS:

Signature:   
Typed Name: Daryl Hartwell  
Title: Director of Public Works

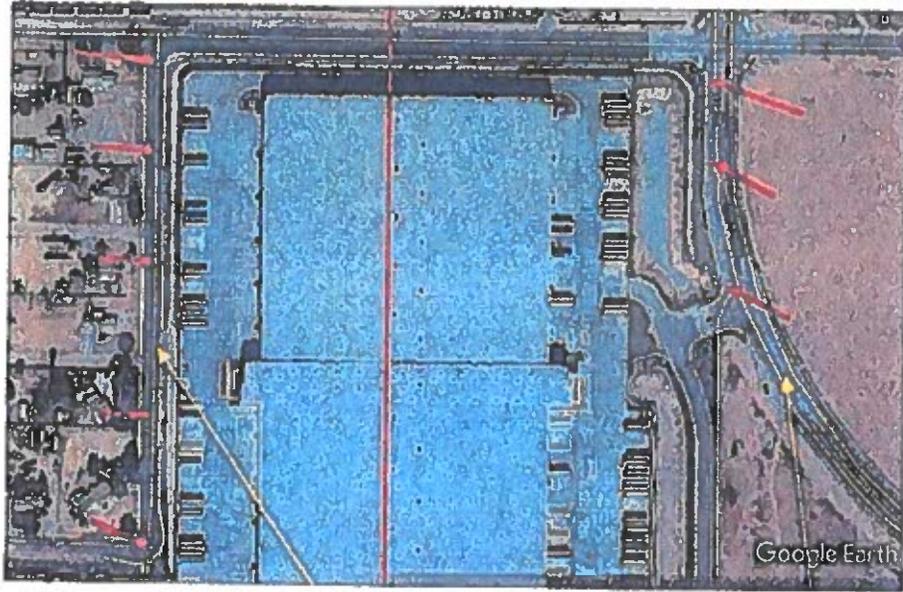
Date: 5/18/18

Attachment Exhibit 2

End of Change Order #1

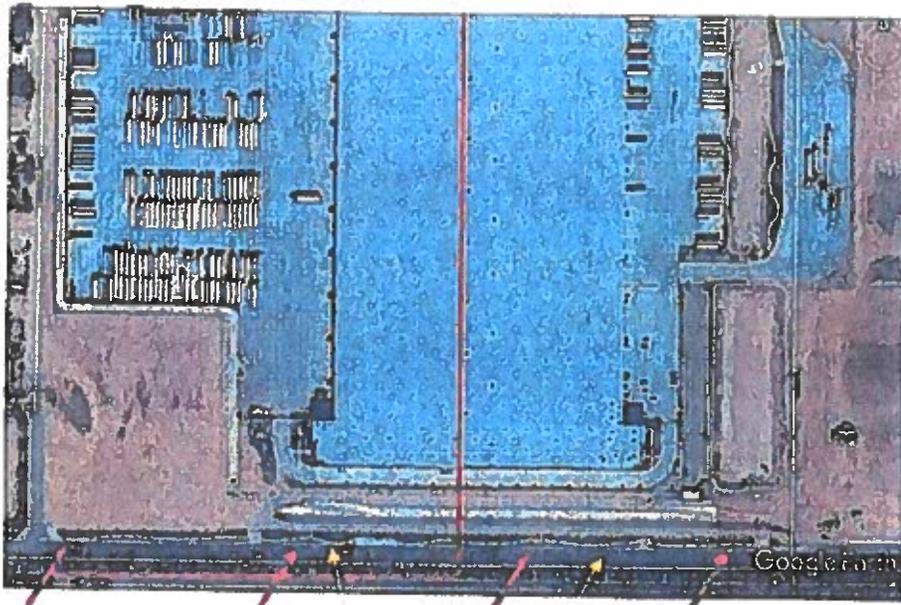
**EXHIBIT 2**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2017-18-01)**

(A)	(B)	(C)	(D)	(E)	
BID ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE  (FIGURES)	FREQUENCY  PER WEEK, MONTH, APPLICATION   (FIGURES)  (C x D)	YEARLY  PRICE   (FIGURES)  (C x D)
<hr/>					
<b>54a.) BID SCHEDULE – BZ-96</b>					
The parkways are along Ramona Expressway, Brennan Avenue, Markham Street and Indian Avenue.					
1.	L.S.	Maintain 39,925 S.F. of Parkway Area, and medians on a tri-weekly and as-needed basis per Specifications.	\$ 55.45	X 18	\$ 998.10
			L.S.		
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications. Bi-weekly.	\$ 122.86	X 26	\$ 3,194.36
			L.S.		
3.	L.S.	Provide and Apply Fertilizer within 39,925S.F. Of Maintenance area per Specifications.	\$ 154.38	X 3	\$ 154.38
			L.S.		
				<b><u>Subtotal BZ-96</u></b>	<b><u>\$ 4,655.6</u></b>



Brennan Avenue

Indian Avenue



Ramona Expressway



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Attn: Carlos Adame  
Adame Landscape, Inc.  
41863 Juniper Street  
Murrieta, CA 92562

### CHANGE ORDER

Order No. 3

Date: November 27, 2018

Contract Date: July 11, 2018

Project: Landscape Benefit Zone Maintenance Services LMD-1-2017-18-01-Special Districts

Contractor: Adame Landscape, Inc.

This Change Order #3 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the LMD-1-2017-18-01-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor due to additional benefit zones being added to the agreement; BZ-107 and BZ-108. Notice to continue work on the parkway areas and hardscape, as described in Exhibit 1 and 2, effective, Tuesday, December 3, 2018. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
Add BZ-107 & 108 to existing Agreement:		
<u>55.) Bid Schedule BZ-107 (Exhibit 1)</u>		
Items 1 through 3	Change Order #3	\$7,491.87
<u>56.) Bid Schedule BZ-108 (Exhibit 2)</u>		
Items 1 through 3	Change Order #3	\$3,543.60

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Sheet #2 of 2  
Change Order #3  
November 27, 2018

Original Contract Price: \$ 208,363.60

Contract Price Will be Increased: \$ 11,035.47  
(Due to Voice Change Order 3)

New Contract Price Including This Change Order: \$219,399.07  
(Two hundred nineteen thousand, three hundred and ninety-nine 07/100 dollars)

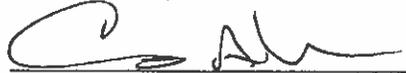
Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.

ADAME LANDSCAPE, INC

Signature:   
Typed Name: Carlos Adame Date: 12/8/2018  
Title: General Manager

CITY OF PERRIS:

Signature:   
Typed Name: Daryl Hartwill Date: Nov. 19, 2018  
Title: Director of Public Works

Attachment: Exhibit 1 & Exhibit 2

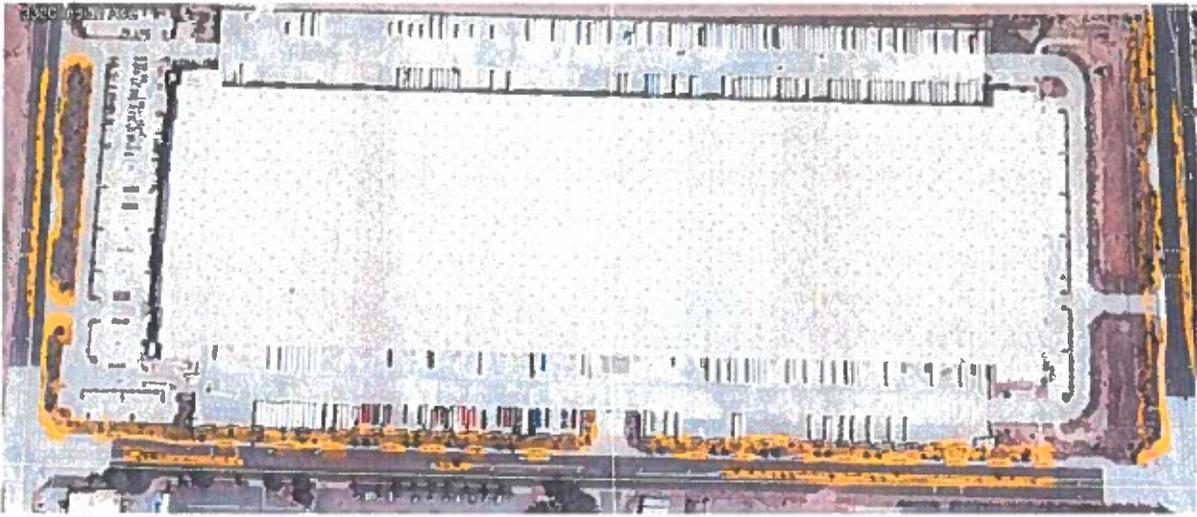
End of Change Order #3

**EXHIBIT 1**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2017-18-01)**

Bidder: Adame Landscape, Inc.

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE  (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE  (FIGURES) (C x D)
<b><u>56. BZ-107:</u></b>					
1.	L.S.	Maintain approximately 64,254 S.F. of Parkway Area, and medians on a tri-weekly and as-needed basis per Specifications.	\$ 89.24	X 18	\$ 1,606.32
			L.S.		
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 197.70	X 26	\$ 5,140.20
			L.S.		
3.	L.S.	Provide and Apply Fertilizer within approximately 64,254 S.F. of Maintenance area per Specifications.	\$ 248.45	X 3	\$ 745.35
				<b><u>Subtotal BZ-108</u></b>	<b><u>\$ 7,491.87</u></b>



**EXHIBIT 2**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2017-18-01)**

Bidder: Adame Landscape, Inc.

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE  (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE  (FIGURES) (C x D)
<b><u>56. BZ-108</u></b>					
1.	L.S.	Maintain approximately 30,392 S.F. of Parkway Area, utility easement and medians on a tri-weekly and as-needed basis per Specifications.	\$ 42.21	X 18	\$ 759.78
			L.S.		
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 93.51	X 26	\$ 2,431.26
			L.S.		
3.	L.S.	Provide and Apply Fertilizer within 30,392 S.F. of Maintenance area per Specifications.	\$ 117.52	X 3	\$ 352.56
				<b><u>Subtotal BZ-108</u></b>	<b><u>\$ 3,543.60</u></b>





# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Federico Hernandez  
Hernandez Landscape Co.  
4996 W. Phillip St.  
Ontario, CA 91762

### CHANGE ORDER

Order No. 2

Date: June 11, 2019

Original Contract Date: July 11, 2017

Project: LMD-1-2017-18-01 LANDSCAPE MAINTENANCE SERVICES

Contractor: Hernandez Landscape, Co.

This Change Order #2 changes the Agreement between the City of Perris and Hernandez Landscape, Co. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend the original contract term for, LMD 1-2017-18-01 that expired on July 11, 2019. The new expiration date will be June 30, 2020; the total contract amount is \$243,088.12. The Contractor shall be paid per the lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

Contractor will provide updated insurance prior to the beginning of the new term.

Original Contract Price: \$243,088.12

Current Contract Price:  
[Adjusted by previous change order(s)] \$243,088.12

New Contract Price Including This Change Order: \$243,088.12

(Two hundred and forty-three thousand and eighty-eight and 12/100 dollars)

Sheet#2 of 2  
Change Order #2  
June 11, 2019

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Hernandez Landscape, Inc.

HERNANDEZ LANDSCAPE, INC.:

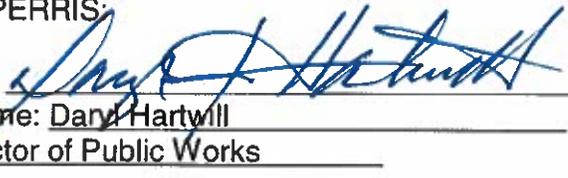
Signature: \_\_\_\_\_

Typed Name: Federico Hernandez

Date: \_\_\_\_\_

Title: General Manager

CITY OF PERRIS:

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

Typed Name: Daryl Hartwill

Date: 5/22/19

Title: Director of Public Works

Attachment: Exhibit B - Schedule of Compensation

End of Change Order #2

**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

**EXHIBIT B**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES (SPEC. #LMD-1-2017-18-01)**  
**BALL FIELDS**

**Bidder (Company Name): Hernandez Landscape Co., Inc.**

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER BI- WEEKLY OR TRI- WEEKLY, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES)  (C x D)
<b>55.) BID SCHEDULE – PK 06 Metz Park (Level 1 Park)</b>					
1.	LS.	Maintain 594,108 S.F. of Turf Area per Specifications.	\$ 625. LS	X 52	\$ 32,500
2.	EA.	Provide Annual Agronomic soils report per Specifications.	\$ 400 EA.	X 1	\$ 400
3.	L.S.	Maintain 9,118 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 300 L.S.	X 18	\$ 5,400
4.	L.S.	Provide and Apply Fertilizer within 594,108 S.F. of Maintenance area per Specifications.	\$ 2,200 L.S.	X 3	\$ 6,600
5.	210,640 S.F.	Provide and install ¼" depth top soil/special blend dressing for up to 210,640 S.F. at Athletic Fields, and drag four directions per specifications.	\$ 0.05 S.F.	X 210,640	\$ 10,532
6.	EA.	Provide Shatter tine aeration at Athletic Fields to depth of 6", per Specifications.	\$ 1,500 EA.	X 3	\$ 4,500
7.	6500 S.F.	Repair and reseed heavily used Athletic Field areas up to 6,500 S.F., per Specifications.	\$ 0.35 S.F.	X 6500	\$ 2,275
8.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 150 L.S.	X 26	\$ 3,900

9.	L.S	Provide 3999 L.F. of Drainage maintenance (where applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross-gutters, etc. per specifications.	\$ 900 L.S	X 5	\$ 4,500
10.	210,640 S.F.	Provide annual over-seeding up to 210,640 S.F. at Athletic Fields per Specifications.	\$ 0.02 S.F.	X 210,640	\$ 4,212.80
<b>Subtotal PK-06</b>					<b>\$ 74,819.80</b>

**56.) BID SCHEDULE – PK 15 Skydive Park (Level 3 Park)**

1.	LS	Maintain 140,016 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 475 LS	X 8	\$ 3,800
2.	LS	Maintain 140,016 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 475 LS	X 35	\$ 16,625
3.	L.S.	Maintain 19,499 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 450 L.S.	X 18	\$ 8,100
4.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 150 L.S.	X 26	\$ 3,900
5.	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 550 EA.	X 1	\$ 550
6.	140,016 S.F.	Provide annual Over Seeding up to 140,016 S.F. per Specifications	\$ 0.02 S.F.	X 140,016	\$ 2,800.32
7.	LS	Provide 550 L.F. of Drainage maintenance (where applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross-gutters, etc. per specifications.	\$ 450 L.S	X 5	\$ 2,250
8.	L.S.	Provide and Apply Fertilizer within 159,515 S.F. of Maintenance area per Specifications.	\$ 750 L.S.	X 3	\$ 2,250
<b>Subtotal PK-15</b>					<b>\$ 40,275.32</b>

**57.) BID SCHEDULE – PK 01 Bob Long Park (Level 3 Park)**

1.	LS	Maintain 84,650 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 400 LS	X 8	\$ 3,200
2.	LS	Maintain 84,650 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 400 LS.	X 35	\$ 14,000
3.	L.S.	Maintain 16,321 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 300 L.S.	X 18	\$ 5,400
4.	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 500 EA.	X 1	\$ 500
5.	84,650 S.F.	Provide annual Over Seeding up to 84,650 S.F. per Specifications	\$ 0.02 S.F.	X 84,650	\$ 1,693
6.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 125 L.S.	X 26	\$ 3,250
7.	L.S.	Provide and Apply Fertilizer within 100,971 S.F. of Maintenance area per Specifications.	\$ 750 L.S.	X 3	\$ 2,250
<b>Subtotal PK-01</b>					<b>\$ 30,293</b>

**SUB- TOTAL ALL BASE BID SCHEDULES (55 through 57):**

**\$ 145,388.12**

**( In Figures)**

**SUB-TOTAL ALL BASE BID SCHEDULES (55 through 57):**

**\$ One hundred forty five thousand three hundred eighty eight and 12/100 dollars.**

**( In Words)**

**EXHIBIT B**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES (SPEC. #LMD-1-2017-18-01)**

Bidder (Company Name): Hernandez Landscape CO, Inc.

**Supplemental Work Bid Schedule**

All materials under the Supplemental Work Bid schedule shall be billed at Labor Cost plus fifteen percent (15%) and material cost plus ten percent (10%). Contractor shall be required to submit backup documentation for labor and material costs associated with supplemental bid schedule items and tasks. Markup percentages shall include all overhead and profit.

The provisions contained in Section 3-2, "Changes Initiated by the Agency", of the Standard Specifications shall not apply to Supplemental Items of Work, therefore, no adjustment shall, be made in the contract unit price for increased or decreased quantities of Supplemental Items of Work. By submitting this bid, Contractor acknowledges and agrees that quantities may be equal to, less than, or more than those listed below for repair or restoration of landscaping areas during the term of the Contract.

**58) ADDITIVE ALTERNATIVE-SUPPLEMENTAL WORK BID SCHEDULE**

Bid Item No.	(A) Unit	(B) Item Description	(C) Unit Price	(D) Unit	(E) [C x D] Total Unit Cost Includes 15% Labor & 10% Material Overhead Markup
1	6000 SF	Provide / Replace/Install of Turf Sod per Square Foot, for areas up to 6000 square feet including all labor and materials to install per Specifications	\$ 0.75 SF	X 6000	\$ 4,500
2	2000 LF	Provide and Install of temporary 6' chain link fencing in park areas for extended 3 month repair periods	\$ 3.50 LF	X 2000	\$ 7,000
3	1200 LF	Provide and Install of temporary 4' orange safety fencing in park areas for turf over-seeding for extended 3 month repair periods	\$ 1.25 LF	X 1200	\$ 1,500
4	30 EA	Provide/Replace/Install 15-Gallon Tree including all labor, stakes, and materials to install per Specifications	\$ 100 EA	X 30	\$ 3,000
5	60 EA	Provide/Replace/Install of 24" Box Tree, including all labor, stakes, and materials to install per Specifications	\$ 275 EA	X 60	\$ 16,500
6	15 EA	Provide/Replace/Install of 36" Box Tree, including all labor, stakes, guy wires, and materials to install per Specifications	\$ 900 EA	X 15	\$ 13,500

7	5 EA	Provide/Replace/Install of 48" Box Tree, including all labor, stakes, and materials to install per Specifications	\$ 2,000 EA	X 5	\$ 10,000
8	300 EA	Provide/Replace/Install of Ground Cover rooted cuttings nursery flat, including all labor and materials to install per Specifications	\$ 30 EA	X 300	\$ 9,000
9	300 EA	Provide/Replace/Install of 1-Gallon Shrub, including all labor and materials to install per Specifications	\$ 12 EA	X 300	\$ 3,600
10	150 EA	Provide/Replace/Install of 5-Gallon Shrub, including all labor and materials to install per Specifications	\$ 28 EA	X 150	\$ 4,200
11	40 EA	Provide/Replace/Install of 1-Gallon Vine, including all labor and materials to install per Specifications	\$ 20 EA	X 40	\$ 800
12	40 EA	Provide/Replace/Install of 5-Gallon Vine, including all labor and materials to install per Specifications	\$ 40 EA	X 40	\$ 1,600
13	500 HOURS	Cost of Labor for Weed Abatement for Extra Work per Fully Burdened Labor Hour (Salary, Benefits, Overhead and Profit) per Specifications	\$ 45 HR	X 500	\$ 22,500

**SUB- TOTAL ADDITIVE BID  
SCHEDULE #58:**

**\$ 97,700.00**

**( In Figures)**

**SUB-TOTAL ADDITIVE BID  
SCHEDULE #58:**

**Ninety seven thousand seven hundred and 00/100 dollars**

**( In Words)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID  
SCHEDULES (SCHEDULES #55 through #58):**

**\$ 243,088.12**

**(In Figures)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID  
SCHEDULES (Items #55 through #58):**

**Two hundred forty three thousand eighty eight and 12/100 dollars**

**(In Words)**

**(In Words, Cont'd)**

Please note the following regarding bids:

- A. Award of the contract, if made, will be made to **three (3) lowest and responsible bidders**, based upon the lowest total of all bid items within **North-West Area Base Bid Schedules #1 through #10, and #12, 14, 15, 17, 19, 24, 25, 26, and #30 through #44, and #46, 48, 49, 50, 51, 54 and Additive Alternative Supplemental Bid Schedule #58 combined; and North-East Area Base Bid Schedules #11, 13, 16, 18, 20, 21, 22, 23, 27, 28, 29, 45, 47, 52, 53, and Additive Alternative Supplemental Bid Schedule #58, combined; and Ball Field Areas Base Bid Schedules #55, 56, 57, and Additive Alternative Supplemental Bid Schedule #58, combined; is expected July 11, 2017. It shall be at the City's sole discretion to determine the sequencing of the three individual awards that shall serve the City's best interest.**
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Attn: Federico Hernandez  
Hernandez Landscape Co.  
4996 W. Phillip St  
Ontario, CA 91762

### CHANGE ORDER

Order No. 1

Date: May 29, 2018

Contract Date: July 11, 2018

Project: LMD 1-2017-18-01 LANDSCAPE MAINTENANCE SERVICES

Contractor: **Hernandez Landscape Co.**

This Change Order #1 changes the Agreement between the City of Perris and Hernandez Landscape, Co. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend original contract term for LMD 1-2017-18-01 is due to expire on July 11, 2018. New expiration date will be July 11, 2019; total contract amount is \$243,088.12. Contractor shall be paid at the Contract per lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

If insurance has since expired prior to the beginning of the new term, updated insurance documents must be submitted, pursuant to the original agreement.

Original Contract Price: \$243,088.12

Current Contract Price: \$243,088.12  
[Adjusted by previous change order(s)]

New Contract Price Including This Change Order: \$243,088.12

(Two hundred and forty three thousand and eighty eight 12/100 dollars)

Change Order #1  
May 29, 2018

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Hernandez Landscape, Co.:

HERNANDEZ LANDSCAPE CO.:

Signature:   
Typed Name: Federico Hernandez  
Title: General Manager

Date: 7/1/18

CITY OF PERRIS:

Signature:   
Typed Name: Daryl Hartwill Date: \_\_\_\_\_  
Title: Director of Public Works

End of Change Order #1  
Nothing Follows



# CITY OF PERRIS

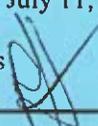
## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Landscape Benefit Zone Maintenance Service Agreement LMD 1-2016-17-02.

**REQUESTED ACTION:** Approve extending existing contract for Landscape Benefit Zone Maintenance Services for a one-year period beginning July 11, 2019.

**CONTACT:** Daryl Hartwill, Director of Public Works 

**BACKGROUND/DISCUSSION:** On February 2017, City Council approved to award Special District landscape maintenance services of the Parks and South portion of the City to Bill & Dave's Landscape, Inc. and Adame Landscape Inc. Council approved extending the agreement for a one-year period at the April 10, 2018 Council meeting. The services provided by said companies has proved to be satisfactory. Bill & Dave's Landscaping's contract sum will be adjusted by 2.7% to reflect the Consumer Price Index (CPI). Staff is recommending Council approve extending the existing agreement for a one-year period, effective July 1, 2019. The total combined for said agreements is \$ 611,002.15, including the CPI increase.

Vendor	Contract Amount
Bill & Dave's Landscape, Inc.	\$404,277.23
Adame Landscape, Inc.	\$206,724.92
<b>Total</b>	<b>\$611,002.15</b>

**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact, adequate funding was allocated pending City Council approval of the 2020/2021 budget for Special Districts Flood Control and Landscape Maintenance, Parks and General Fund.

Prepared by:

**REVIEWED BY:**

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

Attachments: Change Order Extending Service, Previous Change Orders and Bid Schedules.

Consent: X  
 Public Hearing:  
 Business Item:  
 Presentation:  
 Other:



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

David Leidenfrost  
Bill & Dave's Landscape Maintenance  
32750 Keller Road  
Winchester, CA 92596

### **CHANGE ORDER**

**Order No. 4**

**Date: June 11, 2019**

**Original Contract Date: April 17, 2017**

**Project: LMD-1-2016-17-02 LANDSCAPE MAINTENANCE SERVICES**

**Contractor: Bill & Dave's Landscape Maintenance, Inc.**

This Change Order #4 changes the Agreement between the City of Perris and Bill & Dave's Landscape Maintenance, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend the original contract term for, LMD 1-2016-17-02 that expired on April 17, 2019. The new expiration date will be June 30, 2020; the total contract amount is \$404,277.23. The Contractor shall be paid per the lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

Contractor will provide updated insurance prior to the beginning of the new term.

Original Contract Price: \$393,648.71

Total increased by 2.7%: \$10,628.52

New Contract Price Including This Change Order: \$404,277.23

(Four hundred and four thousand, two hundred and seventy seven and 23/100 dollars)

Sheet#2 of 2  
Change Order #4  
June 11, 2019

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance.

**BILL & DAVE'S LANDSCAPE MAINTENANCE, INC.:**

Signature: \_\_\_\_\_  
Typed Name: David Leidenfrost Date: \_\_\_\_\_  
Title: Owner

**CITY OF PERRIS:**

Signature:   
Typed Name: Dan Hartwill Date: 5/14/19  
Title: Director of Public Works

Attachment: Exhibit B – Schedule of Compensation

End of Change Order #4

**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2016-17-02)**

Bidder (Company Name): **BILL & DAVE'S LANDSCAPE MAINTENANCE INC.**

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER BI- WEEKLY OR TRI- WEEKLY, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES)  (C x D)
<b>89.) BID SCHEDULE – PK-04 Frank Eaton Park (Level 3 Park)</b>					
322	EA.	Maintain 96,110 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 292.70 EA.	X 8	\$ 2,341.56
323	EA.	Maintain 96,110 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 292.70 EA.	X 35	\$ 10,244.33
324	L.S.	Maintain 10,000 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 102.70 L.S.	X 18	\$1,848.60
325	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 256.75 EA.	X 1	\$256.75
326	96,110 S.F.	Provide annual Over Seeding up to 96,110 S.F. per Specifications	\$ 0.01 S.F.	X 96,110	\$987.05
327	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 51.35 L.S.	X 26	\$1,335.10
328	L.S.	Provide and Apply Fertilizer within 106,110 S.F. of Maintenance area per Specifications.	\$ 369.72 L.S.	X 3	\$ 1,109.16
<b>Subtotal PK-04</b>					<b>\$ 18,122.54</b>

**90.) BID SCHEDULE – PK-12 Linear Park (Level 3 Park)**

329	EA.	Maintain 207,560 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 359.45 EA.	X 8	\$ 2,875.60
330	EA.	Maintain 207,560 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 359.45 EA.	X 35	\$ 12,580.75

331	L.S.	Maintain 104,910 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 564.85 L.S.	X 18	\$10,167.30
332	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 359.45 EA.	X 1	\$359.45
333	207,560 S.F.	Provide annual Over Seeding up to 207,560 S.F. per Specifications	\$ 0.01 S.F.	X 207,560	\$2,131.64
334	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 61.62 L.S.	X 26	\$1,602.12
335	L.S.	Provide and Apply Fertilizer within 312,470 S.F. of Maintenance area per Specifications.	\$ 1,078.35 L.S.	X 3	\$ 3,235.05
<b>Subtotal PK-12</b>					<b>\$ 32,951.91</b>

**91.) BID SCHEDULE – PK-13 Pocket Park (Park Level – N/A)**

336	EA.	Maintain 64,000 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 308.10 EA.	X 8	\$ 2,464.80
337	EA.	Maintain 64,000 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 308.10 EA.	X 35	\$ 10,783.50
338	L.S.	Weed and Maintain 13,000 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals per Specifications.	\$ 308.10 L.S.	X 5	\$ 1,540.50
339	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 102.70 L.S.	X 26	\$2,670.20
340	L.S.	Provide and Apply Fertilizer within 64,000 S.F. of Maintenance area per Specifications.	\$ 218.75 L.S.	X 3	\$ 656.25
<b>Subtotal PK-13</b>					<b>\$ 18,115.25</b>

**92.) BID SCHEDULE – PK-14 Liberty Park (Level 2 Park)**

341	EA.	Maintain 252,621 S.F. of Turf Area per Specifications.	<u>\$ 385.13</u> EA.	<u>X 52</u>	<u>\$ 20,026.50</u>
342	EA.	Provide Annual Agronomic soils report per Specifications.	<u>\$ 308.10</u> EA.	<u>X 1</u>	<u>\$ 308.10</u>
343	L.S.	Maintain 71,865 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	<u>\$ 292.70</u> L.S.	<u>X 18</u>	<u>\$5,268.51</u>
344	L.S.	Maintain 29,250 S.F. of DG Walkway and Planter Area on a tri-weekly and as-needed basis (where applicable) per Specifications	<u>\$ 128.38</u> L.S.	<u>X 18</u>	<u>\$2,310.75</u>
345	L.S.	Weed and Maintain 60,000 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and Banks, swales, channels, basins, at specified intervals per specifications.	<u>\$ 272.16</u> L.S.	<u>X 5</u>	<u>\$ 1,360.78</u>
346	L.S.	Provide and Apply Fertilizer within 324,486 S.F. of Maintenance area per Specifications.	<u>\$ 1,027.00</u> L.S.	<u>X 3</u>	<u>\$ 3,081.00</u>
347	EA.	Plug aerate Turf areas on a semiannual basis per specifications.	<u>\$ 385.13</u> EA.	<u>X 2</u>	<u>\$ 770.25</u>
348	2500 S.F.	Repair and reseed heavily used play field areas up to 2,500 S.F. per specifications.	<u>\$ 0.21</u> S.F.	<u>X 2500</u>	<u>\$ 513.50</u>
349	252,621 S.F.	Provide annual over-seeding up to 252,621 S.F. per specifications.	<u>\$ 0.01</u> S.F.	<u>X 252,621</u>	<u>\$ 2,594.42</u>
350	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	<u>\$ 205.40</u> L.S.	<u>X 26</u>	<u>\$ 5,340.40</u>
351	EA.	Provide Annual Scalp mowing, verti-cutting, and de-thatching for up to 105,030 S.F. of athletic field per specifications.	<u>\$ 4,108.00</u>	<u>X 1</u>	<u>\$ 4,108.00</u>
<b>Subtotal PK-14</b>					<b>\$ 45,682.20</b>

BF-2C

**93.) BID SCHEDULE – PK-16 Morgan St Park (Level 1 Park)**

352	EA.	Maintain 545,005 S.F. of Turf Area per Specifications.	<u>\$ 564.85</u> EA.	<u>X 52</u>	<u>\$ 29,372.20</u>
353	EA.	Provide Annual Agronomic soils report per Specifications.	<u>\$ 308.10</u> EA.	<u>X 1</u>	<u>\$ 308.10</u>
354	L.S.	Maintain 21,660 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	<u>\$ 292.70</u> L.S.	<u>X 18</u>	<u>\$ 5,268.51</u>
355	L.S.	Weed and Maintain 30,000 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	<u>\$ 369.72</u> L.S.	<u>X 5</u>	<u>\$ 1,848.60</u>
356	L.S.	Provide and Apply Fertilizer within 566,665 S.F. of Maintenance area per Specifications.	<u>\$ 1,935.90</u> L.S.	<u>X 3</u>	<u>\$ 5,807.69</u>
357	365,000 S.F.	Provide and install ¼" depth top soil/special blend dressing for up to 365,000 S.F. at Athletic Fields, and drag four directions per specifications.	<u>\$ 0.05</u> S.F.	<u>X 365,000</u>	<u>\$ 16,868.48</u>
358	EA.	Provide Shatter tine aeration at Athletic Fields to depth of 6", per Specifications.	<u>\$ 975.65</u> EA.	<u>X 3</u>	<u>\$ 2,926.95</u>
359	6500 S.F.	Repair and reseed heavily used Athletic Field areas up to 6,500 S.F., per Specifications.	<u>\$ 0.31</u> S.F.	<u>X 6500</u>	<u>\$ 2,002.65</u>
360	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	<u>\$ 128.38</u> L.S.	<u>X 26</u>	<u>\$ 3,337.75</u>
361	365,000 S.F.	Provide annual over-seeding up to 365,000 S.F. at Athletic Fields per Specifications.	<u>\$ 0.02</u> S.F.	<u>X 365,000</u>	<u>\$ 7,497.10</u>
<b><u>Subtotal PK-16</u></b>					<b><u>\$ 75,238.02</u></b>

**94.) BID SCHEDULE – PK-18 May Ranch Park (Level 3 Park)**

362	EA.	Maintain 147,022 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	<u>\$ 349.18</u> EA.	<u>X 8</u>	<u>\$ 2,793.44</u>
363	EA.	Maintain 147,022 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	<u>\$ 349.18</u> EA	<u>X 35</u>	<u>\$ 12,221.30</u>
364	L.S.	Maintain 72,539 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	<u>\$ 462.15</u> L.S.	<u>X 18</u>	<u>\$ 8,318.70</u>
365	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 133.51</u> L.S.	<u>X 26</u>	<u>\$ 3,471.26</u>
366	EA.	Plug aerate turf areas on an annual basis per Specifications.	<u>\$ 359.45</u> EA.	<u>X 1</u>	<u>\$ 359.45</u>
367	147,002 S.F.	Provide annual Over Seeding up to 147,002 S.F. per Specifications	<u>\$ 0.01</u> S.F.	<u>X 147,002</u>	<u>\$ 1,509.71</u>
368	L.S.	Provide and Apply Fertilizer within 219,561 S.F. of Maintenance area per Specifications.	<u>\$ 754.85</u> L.S.	<u>X 3</u>	<u>\$ 2,264.54</u>
<b>Subtotal PK-18</b>					<u>\$ 30,938.40</u>

**95.) BID SCHEDULE – PK-19 New Linear Park (Level 3 Park)**

369	L.S.	Maintain 41,336 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	<u>\$ 308.10</u> L.S.	<u>X 18</u>	<u>\$ 5,545.80</u>
370	L.S.	Weed and Maintain 655,575 S.F. of Landscaped Buffer Areas, Detention Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals per Specifications.	<u>\$ 410.80</u> L.S.	<u>X 5</u>	<u>\$ 2,054.00</u>
371	L.S.	Maintain 63,033 S.F. of DG Walkway and Planter Area on a tri-weekly and as-needed basis (where applicable) per Specifications	<u>\$ 102.70</u> L.S.	<u>X 18</u>	<u>\$ 1,848.60</u>

372	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 102.70 L.S.	X 26	\$ 2,670.20
373	L.S.	Provide and Apply Fertilizer within 41,336 S.F. of Maintenance area per Specifications.	\$ 143.78 L.S.	X 3	\$ 431.34
<b>Subtotal PK-19</b>					<b>\$ 12,549.94</b>

**96.) BID SCHEDULE – New Monument Park (Level 3 Park)**

374	EA.	Maintain 2,639 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 102.70 EA.	X 8	\$ 821.60
375	EA.	Maintain 2,639 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 102.70 EA.	X 35	\$ 3,594.50
376	L.S.	Maintain 61,940 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 359.45 L.S.	X 18	\$ 6,470.10
377	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 154.05 L.S.	X 26	\$ 4,005.30
378	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 102.70 EA.	X 1	\$ 102.70
379	2639 S.F.	Provide annual Over Seeding up to 2639 S.F. per Specifications	\$ 0.21 S.F.	X 2639	\$ 542.05
380	L.S.	Provide and Apply Fertilizer within 63,329 S.F. of Maintenance area per Specifications.	\$ 647.01 L.S.	X 3	\$ 1,941.03
<b>Subtotal New Monument Park</b>					<b>\$ 17,477.28</b>

**97.) BID SCHEDULE – Monument Park (Shares meter with BZ-53) (Level 3 Park)**

381	EA.	Maintain 188,915 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 359.45 EA.	X 8	\$ 2,875.60
382	EA.	Maintain 188,915 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 359.45 EA.	X 35	\$ 12,580.75
BF-2F					

383	L.S.	Maintain 84,694 S.F. of Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 287.56 L.S.	X 18	\$ 5,176.08
384	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 256.75 EA.	X 1	\$ 256.75
385	188,915 S.F.	Provide annual Over Seeding up to 188,915 S.F. per Specifications	\$ 0.01 S.F.	X 188,915	\$ 1,940.16
386	L.S.	Provide and Apply Fertilizer within 273,609 S.F. of Maintenance area per Specifications.	\$ 924.30 L.S.	X 3	\$ 2772.90
387	L.S.	Weed and Maintain 69,330 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	\$ 410.80 L.S.	X 5	\$ 2,054.00
388	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 154.05 L.S.	X 26	\$ 4,005.30
<b>Subtotal Monument Park</b>					<b>\$ 31,661.54</b>

**98.) BID SCHEDULE – PK-02 Copper Creek Park (Level 3 Park, shares meter with GF-50)**

389	EA.	Maintain 365,299 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	\$ 590.53 EA.	X 8	\$ 4,724.20
390	EA.	Maintain 365,299 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	\$ 590.53 EA.	X 35	\$ 20,668.38
391	EA.	Plug aerate turf areas on an annual basis per Specifications.	\$ 410.80 EA.	X 1	\$ 410.80

392	365,299 S.F.	Provide annual Over Seeding up to 365,299 S.F. per Specifications	<u>\$ 0.01</u> S.F.	<u>X 365,299</u>	<u>\$ 3,751.62</u>
393	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 102.70</u> L.S.	<u>X 26</u>	<u>\$ 2,670.20</u>
394	L.S.	Provide and Apply Fertilizer within 365,299 S.F. of Maintenance area per Specifications.	<u>\$ 1,709.96</u> L.S.	<u>X 3</u>	<u>\$ 5,129.87</u>
<b><u>Subtotal PK-02</u></b>					<u>\$ 37,355.06</u>

**99.) BID SCHEDULE – PK-07 Paragon Park (Level 3 Park)**

395	EA.	Maintain 504,502 S.F. of Turf Area from Nov. 1 to Feb. 28 per Specifications.	<u>\$ 590.53</u> EA.	<u>X 8</u>	<u>\$ 4,724.20</u>
396	EA.	Maintain 504,502 S.F. of Turf Area from Mar.1 to Oct. 31 per Specifications.	<u>\$ 590.53</u> EA.	<u>X 35</u>	<u>\$ 20,668.38</u>
397	L.S.	Maintain 3,000 S.F. of Planter Area on a tri-weekly and as- needed basis per Specifications.	<u>\$ 35.95</u> L.S.	<u>X 18</u>	<u>\$ 647.01</u>
398	EA.	Plug aerate turf areas on an annual basis per Specifications.	<u>\$ 616.20</u> EA.	<u>X 1</u>	<u>\$ 616.20</u>
399	504,502 S.F.	Provide annual Over Seeding up to 504,502 S.F. per Specifications	<u>\$ 0.01</u> S.F.	<u>X 504,502</u>	<u>\$ 5,181.24</u>
400	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 154.05</u> L.S.	<u>X 26</u>	<u>\$ 4,005.30</u>
401	L.S.	Provide and Apply Fertilizer within 507,502 S.F. of Maintenance area per Specifications.	<u>\$ 1,745.90</u> L.S.	<u>X 3</u>	<u>\$ 5,237.70</u>
<b><u>Subtotal PK-07</u></b>					<u>\$ 41,080.02</u>

**SUB- TOTAL ALL ITEMS  
(89 through 99):**

<b>\$</b>	<b><u>361,172.17</u></b>
	<b>( In Figures)</b>

**SUB- TOTAL ALL ITEMS  
(89 through 99):**

**Three hundred sixty-one thousand one hundred  
( In Words)**

**seventy-two and 17/100 dollars**

**( In Words Cont'd)**

**103) ADDITIVE ALTERNATIVE-SUPPLEMENTAL WORK BID SCHEDULE**

BID ITEM NO.	UNIT	ITEM DESCRIPTION	MATERIAL COST PER UNIT	10% MATERIAL MARKUP	LABOR COST PER UNIT	15% LABOR MARKUP	Total Unit Cost				
408.	6000 S.F.	Provide/Replace/Install of Turf Sod per Square Foot, for areas up to 6000 square feet including all labor and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$4,067.52</u>
409.	2000 L.F.	Provide and Install of temporary 6' chain link fencing in park areas for extended 3 month repair periods.	_____	+	_____	+	_____	+	_____	=	<u>\$6,778.80</u>
410.	1200 L.F.	Provide and Install of temporary 4' orange safety fencing in park areas for turf over-seeding for extended 3 month repair periods.	_____	+	_____	+	_____	+	_____	=	<u>\$1,356.52</u>
411.	30 EA.	Provide/Replace/Install 15-Gallon Tree including all labor, stakes, and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$1,402.88</u>
412.	60 EA.	Provide/Replace/Install of 24" Box Tree, including all labor, stakes, and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$7,550.50</u>
413.	15 EA.	Provide/Replace/Install of 36" Box Tree, including all labor, stakes, guy wires, and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$5,117.03</u>
414.	5 EA.	Provide/Replace/Install of 48" Box Tree, including all labor, stakes, and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$6,803.88</u>

415.	300 EA.	Provide/Replace/Install of Ground Cover rooted cuttings nursery flat, including all labor and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$4,105.89</u>
416.	300 EA.	Provide/Replace/Install of 1-Gallon Shrub, including all labor and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$1,362.73</u>
417.	150 EA.	Provide/Replace/Install of 5-Gallon Shrub, including all labor and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$1,539.27</u>
418.	40 EA.	Provide/Replace/Install of 1-Gallon Vine, including all labor and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$460.15</u>
419.	40 EA.	Provide/Replace/Install of 5-Gallon Vine, including all labor and materials to install per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$828.74</u>
420.	500 HOUR	Cost of Labor for Weed Abatement for Extra Work Per Fully Burdened Labor Hour. (Salary, Benefits, Overhead and Profit.) per Specifications.	_____	+	_____	+	_____	+	_____	=	<u>\$1,731.16</u>

**SUB- TOTAL ALL ITEMS  
(408 through 420):**

**\$ 43,105.06**  
**( In Figures)**

**SUB- TOTAL ALL ITEMS  
(408 through 420):**

**\$ Forty-three thousand one hundred five and 06/100**  
**( In Words)**

**dollars**

**( In Words Cont'd)**

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID SCHEDULES  
(Items #322 through #420)**

**\$ 404,277.23**

(In Figures)

**GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID SCHEDULES  
(Items #322 through #420):**

**Four hundred and four thousand, two hundred and seventy seven and 23/100 dollars**

(In Words)

(In Words, Cont'd)

Please note the following regarding bids:

- A. At the sole discretion of the Agency, Award of the contract, if made, will be made to one (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid Schedules #1 through #55, and Additive Alternative Supplemental Bid Schedule #56, combined; or will be made to two (2) separate lowest and responsible bidders, based upon the lowest total of all bid items within Base Bid Schedules #1 through 25, and Additive Alternative Supplemental Bid Schedule #56 combined; and Base Bid Schedules #26 through 55, and Additive Alternative Supplemental Bid Schedule #56 combined; or will be made to three (3) separate lowest and responsible bidders, based upon the lowest total of all bid items within Base Bid Schedules #1, 4, 5, 7, 10, 11, 13, 14, 16, 17, 19, 24, 29, 30, 31, 43, 44 and #50, and Additive Alternative Supplemental Bid Schedule #56 combined; and Base Bid Schedules #2, 3, 6, 8, 9, 12, 15, 18, 20, 23, 25, 27, 33, 36, 41, 42, 47, 51 and 52, and Additive Alternative Supplemental Bid Schedule #56, combined; and Base Bid Schedules #21, 22, 26, 28, 32, 34, 35, 37 through 40, 45, 46, 48, 49, 53 through 55, and Additive Alternative Supplemental Bid Schedule #56, combined; and is expected September 18, 2013. It shall be at the City's sole discretion to determine the best combination of individual awards that shall serve the City's best interest.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.

When discrepancies occur between words and figures, the words shall govern.



**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING ADMINISTRATION**

David Leidenfrost  
Bill & Dave's Landscape Maintenance  
1153 Harley Knox Blvd  
Perris, CA 92571

**CHANGE ORDER**

Order No. 1

Date: July 13, 2017

Contract Date: April 17, 2017

Project: Landscape Benefit Zone Maintenance Services LMD-1-2016-17-02-Parks

Contractor: Bill & Dave's Landscape Maintenance

This Change Order #1 changes the Agreement between the City of Perris and Bill & Dave's Landscape Maintenance for the LMD-1-2016-17-02-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Forgo over seeding at Liberty Park, PK-14 and Morgan Park, PK-16 and utilize allocated funds in line items 349 and 361 to enhance fertilization/rehab efforts. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
<u>92.) Bid Schedule PK-14 Liberty Park</u> Items 346 and 349	See Bid Schedule Change Order #1	See Bid Schedule Change Order #1
<u>93.) Bid Schedule PK-16 Morgan Park</u> Items 356 and 361	See Bid Schedule Change Order #1	See Bid Schedule Change Order #1

Sheet #2 of 2  
Change Order #2  
July 13, 2017

Original Contract Price: \$ 393,648.71

Contract Price Will be Decreased: - \$ 422.21  
(Due to this change order)

New Contract Price Including This Change Order: \$393,226.50  
(Two hundred seven thousand six hundred and thirty eight and 62/100 dollars)

Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill and Dave's Landscape Maintenance

**BILL & DAVE'S LANDSCAPE MAINTENANCE:**

Signature:   
Typed Name: David Leidenfrost Date: 7/19/17  
Title: CEO

**CITY OF PERRIS:**

Signature:   
Typed Name: Daryl Hartwill Date: July 20, 2017  
Title: Assistant Director of Public Works

Attachment: Exhibit 1

End of Change Order #1  
Nothing Follows

**EXHIBIT 1**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2016-17-02)**

Bidder (Company Name): Adame Landscape

Bid Schedule

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES) (C x D)
<b>92.) BID SCHEDULE - PK14 Liberty Park:</b>					
346.	L.S.	Provide and Apply Fertilizer within 324,486 S.F. of Maintenance area per Specifications.	\$ 1,000 L.S.	X 3	\$ 3,000.00
346a.	L.S.	Provide an additional .7lb of actual Nitrogen to the fields to make it 1.7 lbs.	\$340.00 L.S.	X1	\$ 340.00
346b.	L.S.	Provide two additional applications of soil sulfur to the field per soils report recommendation.	\$ 700.00 L.S.	X 2	\$ 1,400.00
346c.	L.S.	Provide an additional 1lb of actual Nitrogen to the fields.	\$ 750.00 L.S.	X 1	\$ 750.00
349.	L.S.	REMOVE: Provide annual over-seeding up to 242,621 S.F. per specifications.	0.01 L.S.	X 0	0
<b>Subtotal PK14 Liberty Park</b>					<b>\$ 44,445.00</b>





# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Dave Leidenfrost, Owner  
Bill and Dave's Landscape Maintenance, Inc.  
1153 Harley Knox Blvd  
Perris, CA 92571

### CHANGE ORDER

**Order No. 2**

**Date:** April 10, 2018

**Contract Date:** April 17, 2017

**Project:** LMD 1-2016-17-02 LANDSCAPE MAINTENANCE SERVICES

**Contractor:** Bill and Dave's Landscape Maintenance, Inc.

This Change Order #2 changes the Agreement between the City of Perris and Bill and Dave's Landscape Maintenance, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend original contract term for LMD 1-2016-17-02 is due to expire on April, 17, 2018. New expiration date will be April 17, 2019; total contract amount is \$393,226.50. Contractor shall be paid at the Contract per lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

If insurance has since expired prior to the beginning of the new term, updated insurance documents must be submitted, pursuant to the original agreement.

Original Contract Price:	<u>\$393,648.71</u>
Current Contract Price: [Adjusted by previous change order(s)]	<u>\$393,226.50</u>
New Contract Price Including This Change Order:	<u>\$393,226.50</u>

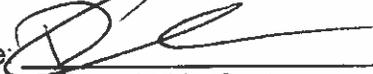
(Three hundred ninety-three thousand two hundred and twenty-six and 50/100 dollars)

Change Order #2  
April 10, 2018

APPROVAL REQUIRED:

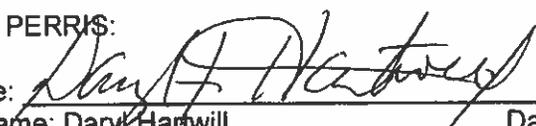
To be effective, this change order must be approved by the City of Perris and Bill and Dave's Landscape Maintenance, Inc.:

BILL AND DAVE'S LANDSCAPE MAINTENANCE, INC.:

Signature:   
Typed Name: Dave Leidenfrost  
Title: Owner

Date: 4/17/18

CITY OF PERRIS:

Signature:   
Typed Name: Daryl Hartwill Date: \_\_\_\_\_  
Title: Director of Public Works

4/11/18

End of Change Order #2  
Nothing Follows



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Attn: David Leidenfrost  
Bill & Dave's Landscape Maintenance  
1153 Harley Knox Blvd.  
Perris, CA 92571

RECEIVED DEC 18 2018

### CHANGE ORDER

**Order No.** 3

**Date:** November 30, 2018

**Contract Date:** April 17, 2018

**Project:** Landscape Benefit Zone Maintenance Services LMD-1-2016-17-02-Special Districts

**Contractor:** Bill & Dave's Landscape Maintenance

This Change Order #3 changes the Agreement between the City of Perris and Bill & Dave's Landscape Maintenance for the LMD-1-2016-17-02-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Void Change Order#1, and add over seeding at Liberty Park, PK-14 and Morgan Park, PK-16 to the agreement, effective Monday, December 3, 2018. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
Void CO# 1 to Original Agreement – Add over seeding to PK-14 and PK-16		
<u>92.) Bid Schedule PK-14 Liberty Park</u>		
Items 346 and 349	Change Order #3	See Bid Schedule
<u>93.) Bid Schedule PK-16 Morgan Park</u>		
Items 346 and 361	Change Order #3	See Bid Schedule

Original Contract Price: \$ 393,226.50

Contract Price Will be Increased By: \$ 422.21  
(Due to this change order)

New Contract Price Including This Change Order: \$ 393,648.71  
(Three hundred and ninety three thousand, six hundred and forty eight 71/100 dollars)

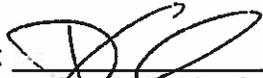
Contract Time:

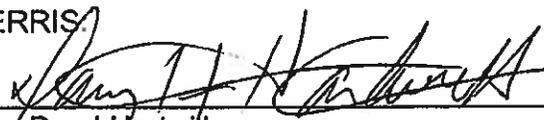
Contract time will remain the same:

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance.

**BILL & DAVE'S LANDSCAPE MAINTENANCE**

Signature:   
Typed Name: David Leidenfrost Date: 12/11/18  
Title: General Manager

**CITY OF PERRIS**  
Signature:   
Typed Name: Daryl Hartwill Date: 12/3/18  
Title: Director of Public Works

Attachment: Exhibit 1 & Exhibit 2

End of Change Order #3



**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**

Carlos Adame  
Adame Landscape, Inc.  
41863 Juniper Street  
Murrieta, CA 92562

**CHANGE ORDER**

**Order No. 5**

**Date: June 11, 2019**

**Original Contract Date: April 17, 2017**

**Project: LMD 1-2016-17-02 LANDSCAPE MAINTENANCE SERVICES**

**Contractor: Adame Landscape, Inc.**

This Change Order #5 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend the original contract term for LMD 1-2016-17-02 that expired on April 17, 2019. The new expiration date will be June 30, 2020; total contract amount is \$206,724.92. The Contractor shall be paid per the lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

Contractor will provide updated insurance prior to the beginning of the new term.

Original Contract Price: \$ 200,932.82

Current Contract Price  
[Adjusted by previous Change Orders #1, 2, 3] \$ 208,182.35

Contract Price Will be Decreased:  
(Due to the subtraction of BZ-4 from Bid Schedule) -\$ 1,457.43

New Contract Price Including This Change Order: \$206,724.92

(Two hundred and six thousand, seven hundred and twenty-four and 92/100 dollars)

Sheet #2 of 2  
Change Order #5  
June 11, 2019

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.:

ADAME LANDSCAPE, INC.:

Signature: \_\_\_\_\_  
Typed Name: Carlos Adame \_\_\_\_\_ Date: \_\_\_\_\_  
Title: Owner \_\_\_\_\_

CITY OF PERRIS:

Signature:  \_\_\_\_\_  
Typed Name: David Hartwill \_\_\_\_\_ Date: 5/14/19  
Title: Director of Public Works \_\_\_\_\_

Attachment: Exhibit B - Schedule of Compensation

End of Change Order #5  
Nothing Follows



**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING ADMINISTRATION**

Carlos Adame  
Adame Landscape, Inc.  
41863 Juniper Street  
Murrieta, CA 92562

**CHANGE ORDER**

Order No. 1

Date: May 17, 2017

Contract Date: April 17, 2017

Project: Landscape Benefit Zone Maintenance Services LMD-1-2016-17-02-Special Districts

Contractor: Adame Landscape, Inc.

This Change Order #1 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the LMD-1-2016-17-02-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor addition of BZ-97. Notice to proceed work on the medians, approximately 10,285 sq.ft effective Monday, May 22, 2017. Maintenance on the balance of BZ-97, approximately 48,247sq.ft, to be on hold until further notice. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
<u>63.) Bid Schedule BZ-97 (Tract 34131) Items 253 through 255</u>	See Bid Schedule Change Order #1	See Bid Schedule Change Order #1

Sheet #2 of 2  
Change Order #2  
May 11, 2017

Original Contract Price: \$ 200,932.82

Contract Price Will be Increased: \$ 6,705.80  
(Due to this change order)

New Contract Price Including This Change Order: \$207,638.62  
(Two hundred seven thousand six hundred and thirty eight and 62/100 dollars)

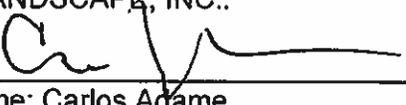
Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

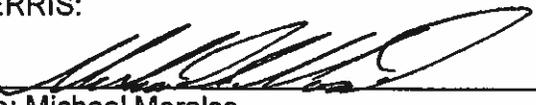
To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.:

ADAME LANDSCAPE, INC.:

Signature:   
Typed Name: Carlos Adame  
Title: General Manager

Date: 5/18/17

CITY OF PERRIS:

Signature:   
Typed Name: Michael Morales  
Title: Capital Improvements Manager

Date: 5/18/17

Attachment: Exhibit 1  
Exhibit 2

End of Change Order #1  
Nothing Follows

**EXHIBIT 1**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2016-17-02)**

Bidder (Company Name): Adame Landscape

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES) (C x D)
<b>63.) BID SCHEDULE – BZ-97 (Tract 34131):</b>					
253.	L.S.	Maintain 58,532 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 81.29 L.S.	X 18	\$ 1,463.22
254.	L.S.	Pick up trash and debris and weed abatement hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 180.10 L.S.	X 26	\$ 4,682.60
255.	L.S.	Provide and Apply Fertilizer within 21,978 S.F. of Maintenance per Specifications.	\$ 186.66 L.S.	X 3	\$ 559.98
<b><u>Subtotal BZ-97</u></b>					<b>\$ 6,705.80</b>

**EXHIBIT 2**

**AERIAL PHOTOS OF LANDSCAPE BENEFIT ZONES, MAPS OF LOCATIONS OF BENEFIT ZONES**

**KEY TO PHOTO MAPS**

	<b>Boundary of Benefit Zone</b>
	<b>Boundary of Maintenance Areas</b>
	<b>(Not Included in Base Bid) Areas for Weed Abatement at Residential Properties, will be paid at Supplemental Bid Schedule Price upon execution of change order</b>

**BENEFIT ZONES**

**Benefit Zone 97**





**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING ADMINISTRATION**

Carlos Adame  
 Adame Landscape, Inc.  
 41863 Juniper Street  
 Murrieta, CA 92562

**CHANGE ORDER**

**Order No.** 2

**Date:** June 19, 2017

**Contract Date:** April 17, 2017

**Project:** Landscape Benefit Zone Maintenance Services LMD-1-2016-17-02-Special Districts-Southern Area

**Contractor:** Adame Landscape, Inc.

This Change Order #2 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the Landscape Benefit Zone Maintenance Services LMD-1-2016-17-02-Special Districts-Southern Area, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Net change to Contract due to cancellation of Change Order #1; adjustment to bid quantities for BZ #27; and adjustment to bid quantities for BZ-97. The Contractor is hereby authorized to proceed with all work for BZ-27 and BZ-97. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
63.) Cancel Change Order #1 dated 5-17-17 Bid Schedule BZ-97 (Tract 34131) Items 253 through 255	(\$6,705.80)	(\$6,705.80)
63.) Add Bid Schedule BZ-97 (Tract 34131) Items 253 through 255	See Bid Schedule Change Order #2	\$6,168.56
23) Cancel/rescind all original bid quantities Bid Schedule BZ-27 (PM 27544)	(\$1,804.49)	(\$1,804.49)
23). Adjust Bid Schedule BZ-27 (PM 27544) Items 88 through 90	See Bid Schedule Change Order #2	\$2,585.86

Sheet #2 of 2  
Change Order #2  
June 19, 2017

Original Contract Price: \$ 200,932.82

Current Contract Price  
[adjusted by previous Change Order(s)] \$ 207,638.62

Contract Price Will be Increased:  
(Due to this change order) \$ 244.13

New Contract Price Including This Change Order: \$207,882.75  
(Two hundred seven thousand eight hundred eighty-two and 75/100 dollars)

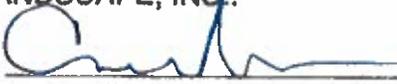
Contract Time:

Contract time will remain the same:

**APPROVAL REQUIRED:**

To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.:

ADAME LANDSCAPE, INC.:

Signature:   
Typed Name: Carlos Adame  
Title: General Manager

Date: 6/21/17

CITY OF PERRIS:

Signature:   
Typed Name: Michael Morales  
Title: Capital Improvements Manager

Date: 6/21/17

Attachment: Exhibit 1  
Exhibit 2

End of Change Order #2  
Nothing Follows

**CHANGE ORDER #2**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2016-17-02)**

Bidder (Company Name): ADAME LANDSCAPING

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	Bid Schedule		(E) YEARLY PRICE (FIGURES)  (C x D)
			(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER BI- WEEKLY OR TRI-WEEKLY, MONTH, APPLICATION	
<b>23.) BID SCHEDULE-BZ-27 (PM 27544):</b>					
88	L.S.	Maintain 15,116 S.F. of Landscape Median on Perris Blvd. and Nuevo Rd. on a tri-weekly and as-needed basis per Specifications.	<u>\$ 20.99</u> L.S.	X 18	<u>\$ 377.82</u>
88A	L.S.	Maintain 4,680 S.F. of Planter frontage at Fueling Station, adjacent to curb only on Perris Blvd. on a tri-weekly and as-needed basis per Specifications.	<u>\$ 8.49</u> L.S.	X 18	<u>\$ 152.82</u>
88B	L.S.	Maintain 168 S.F. of Concrete portions of medians on Perris Blvd. and Nuevo Ave., maintain 2,137 S.F. of New Cobble Median on Nuevo Rd. on a tri-weekly and as-needed basis per Specifications.	<u>\$ 3.20</u> L.S.	X18	<u>\$ 57.60</u>
89	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 68.00</u> L.S.	X 26	<u>\$ 1,768</u>
90	L.S.	Provide and Apply Fertilizer within 19,796 S.F. of Maintenance area per Specifications.	<u>\$ 76.54</u> L.S.	X 3	<u>\$ 229.62</u>
				<b><u>Subtotal</u></b> <b><u>BZ-27</u></b>	<u>\$ 2,585.86</u>

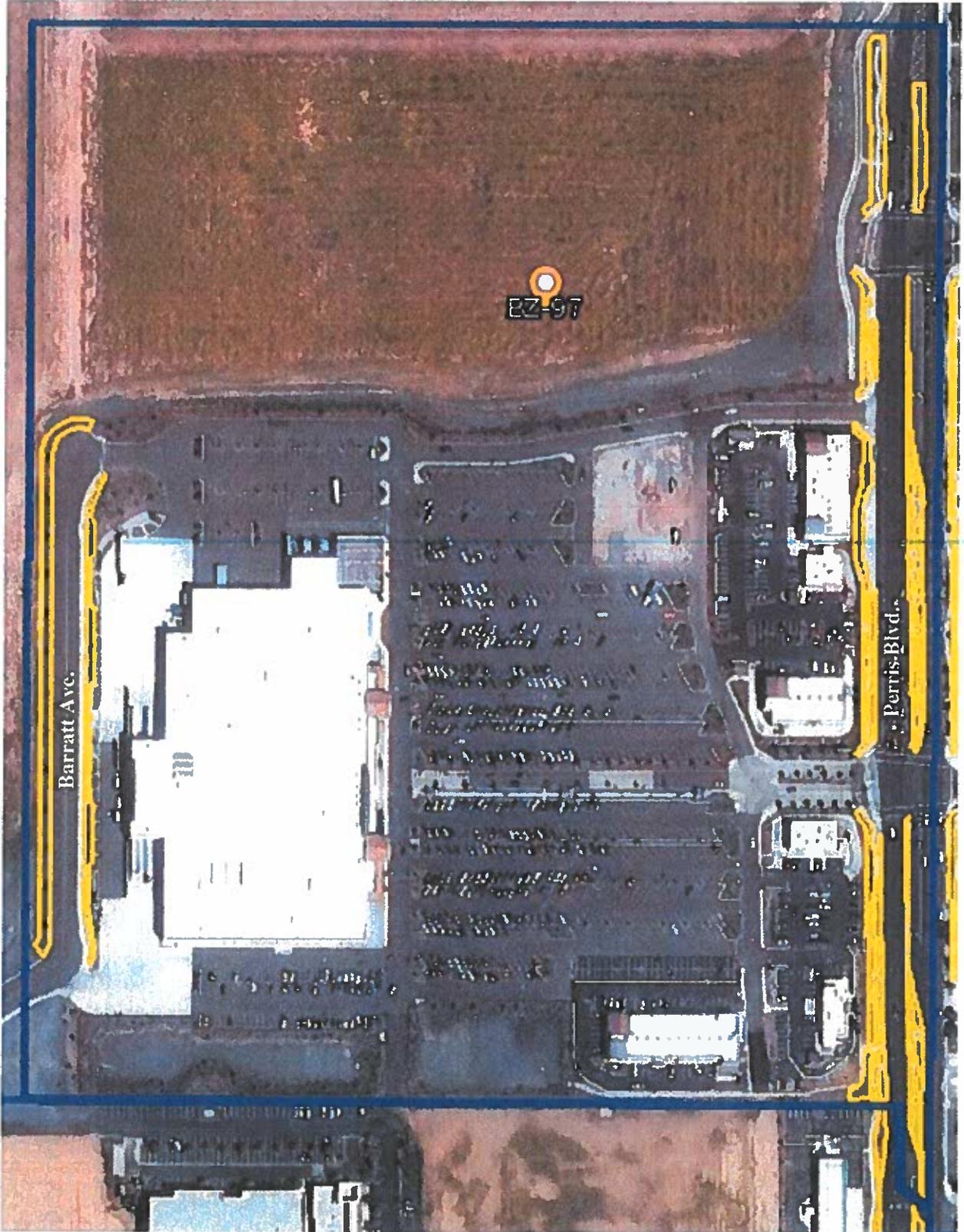
**63.) BID SCHEDULE – BZ-97 (PM 34131)**

253	L.S.	Maintain 6,032 S.F. of Cobble Median and 9,778 S.F. of Landscape Median on a tri-weekly and as-needed basis per Specifications.	<u>\$ 21.96</u> L.S.	<u>X18</u>	<u>\$ 395.28</u>
253A	L.S.	Maintain 1,401 S.F. of Concrete left turn pockets and Medians on a tri-weekly and as-needed basis per Specifications.	<u>\$ 1.95</u> L.S.	<u>X18</u>	<u>\$ 35.10</u>
253B	L.S.	Maintain 18,638 S.F. of Planter area at Perris Blvd (Parkway) and 5,694 S.F. at Barratt Ave., on a tri-weekly and as-needed basis per Specifications.	<u>\$ 33.80</u> L.S.	<u>X 18</u>	<u>\$ 608.40</u>
253C	L.S.	Weed abate and maintain 8,485 S.F. at Barratt Ave. and 920 S.F. at Perris Blvd. near concrete swale, bi-weekly and as-needed per Specifications.	<u>\$ 25.32</u> L.S.	<u>X 26</u>	<u>\$ 658.32</u>
254	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	<u>\$ 156.76</u> L.S.	<u>X 26</u>	<u>\$ 4,075.76</u>
255	L.S.	Provide and Apply Fertilizer within 34,112 S.F. of Maintenance area per Specifications.	<u>\$ 131.90</u> L.S.	<u>X 3</u>	<u>\$ 395.70</u>
				<b><u>Subtotal</u></b>	
				<b><u>BZ-97</u></b>	<b><u>\$ 6,168.56</u></b>

**Benefit Zone 27**



**Benefit Zone 97**





**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**

Carlos Adame  
Adame Landscape, Inc.  
41863 Juniper Street  
Murrieta, CA 92562

**CHANGE ORDER**

Order No. 3

Date: February 14, 2018

Contract Date: April 17, 2017

Project: Landscape Benefit Zone Maintenance Services LMD-1-2016-17-02-Special Districts

Contractor: Adame Landscape, Inc.

This Change Order #3 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the LMD-1-2016-17-02-Special Districts Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: Increase in compensation to Contractor addition of BZ-115. Notice to proceed work on the parkway areas and hardscape, approximately 4,630 sq.ft effective Tuesday, February 20, 2018. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Unit Total Price</u>
<u>80a.) Bid Schedule BZ-115</u> Items 1 through 3	Change Order #3	\$299.60

Sheet #2 of 2  
Change Order #3  
February 14, 2018

Original Contract Price: \$ 207,882.75

Contract Price Will be Increased: \$ 299.60 \$539.94  
(Due to this change order)

New Contract Price Including This Change Order: \$208,182.35 \$208,422.69  
(Two hundred and eight thousand, one hundred and eighty two 35/100)

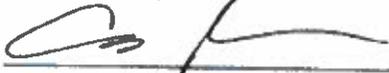
Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Adame Landscape, Inc.:

ADAME LANDSCAPE, INC.:

Signature:   
Typed Name: Carlos Adame  
Title: General Manager

Date: 2/23/18

CITY OF PERRIS:

Signature:   
Typed Name: Darrell Hartwill  
Title: Director of Public Works

Date: 2/14/18

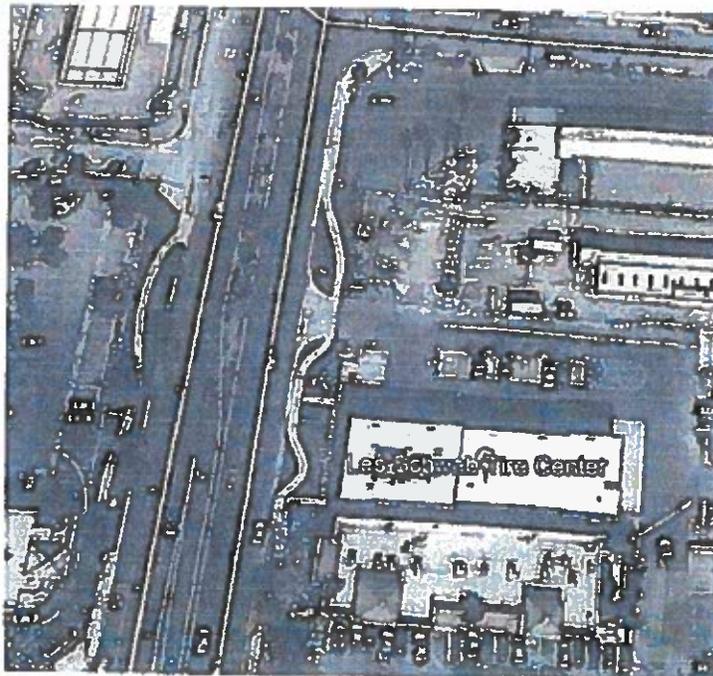
Attachment: Exhibit 1

End of Change Order #3

**EXHIBIT 1**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2016-17-02)**

Bidder (Company Name): Adame Landscape

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (FIGURES)	(D) FREQUENCY PER WEEK, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES) (C x D)
<b>81a.) BID SCHEDULE – BZ-115 (Parkway)</b>					
1.	L.S.	Maintain 4,630 S.F. of Parkway Area, on a tri-weekly and as-needed basis per Specifications.	\$ 6.43	X 10 (18)	\$115.74 \$ 64.30
2.	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 14.25	X 14 (26)	\$370.50 \$199.50
3.	L.S.	Provide and Apply Fertilizer within 4,630 S.F. of Maintenance area per Specifications.	\$ 17.90	X 2 (3)	\$53.70 \$ 35.80
<b>Subtotal BZ-115</b>					<b>\$ 299.60</b>
					<b>\$539.94</b>



**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD-1-2016-17-02)**

Bidder (Company Name): Adame Landscape, Inc.

**Bid Schedule**

BID ITEM NO.	(A) UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE PER FREQUENCY (FIGURES)	(D) FREQUENCY PER BI- WEEKLY OR TRI- WEEKLY, MONTH, APPLICATION	(E) YEARLY PRICE (FIGURES)  (C x D)
<b><u>1.) BID SCHEDULE – BZ-1A (Tract 20280):</u></b>					
1	L.S.	Maintain 10,088 S.F. of Planter Area, on a tri-weekly and as-needed basis, per Specifications.	\$ 14.01 L.S.	X 18	\$ 252.18
2	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 31.04 L.S.	X 26	\$ 807.04
3	L.S.	Provide and Apply Fertilizer within 10,088 S.F. of Maintenance per Specifications.	\$ 39.00 L.S.	X 3	\$ 117.00
				<b><u>Subtotal BZ-1A</u></b>	\$ 1,176.22
<b><u>4.) BID SCHEDULE – BZ-3 (Tract 21131):</u></b>					
10	L.S.	Maintain 2,607 S.F. of Planter Area, on a tri-weekly and as-needed basis, per Specifications.	\$ 3.62 L.S.	X 18	\$ 65.16
11	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 8.02 L.S.	X 26	\$ 208.52
12	L.S.	Provide and Apply Fertilizer within 2,607 S.F. of Maintenance per Specifications.	\$ 10.08 L.S.	X 3	\$ 30.24
				<b><u>Subtotal BZ-3</u></b>	\$ 303.92

**5.) BID SCHEDULE – BZ-4 (Tract 20280):**

13	L.S.	Maintain 12,500 S.F. of Planter Area, on a tri-weekly and as-needed basis, per Specifications.	\$ 17.36	X 18	\$ 312.48
			L.S.		
14	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, Planter areas, etc. per Specifications.	\$ 38.46	X 26	\$ 999.96
			L.S.		
15	L.S.	Provide and Apply Fertilizer within 12,500 S.F. of Maintenance per Specifications.	\$ 48.33	X 3	\$ 144.99
			L.S.		
				<b>Subtotal BZ-4</b>	<b>\$ 1,457.43</b>

**7.) BID SCHEDULE – BZ-8 (Tract 22719)**

21	L.S.	Weed abate and maintain 3,140 S.F. of Former Turf Area bi-weekly and as needed per Specifications.	\$ 6.04	X 26	\$ 157.04
			L.S.		
22	L.S.	Maintain 3,794 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 5.27	X 18	\$ 94.86
			L.S.		
23	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 11.67	X 26	\$ 303.42
			L.S.		
24	L.S.	Provide and Apply Fertilizer within 3,794 S.F. of Maintenance area per Specifications.	\$ 14.67	X 3	\$ 44.01
			L.S.		
				<b>Subtotal BZ-8</b>	<b>\$ 599.33</b>

**11.) BID SCHEDULE – BZ-13 (Tract 24081)**

35	L.S.	Weed abate and maintain 2,200 S.F. of Former Turf Area bi-weekly and as-needed per Specifications.	\$ 4.23	X 26	\$ 109.98
			L.S.		
36	L.S.	Maintain 6,800 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 9.44	X 18	\$ 169.92
			L.S.		
37	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 20.92	X 26	\$ 543.92
			L.S.		

38	L.S.	Provide and Apply Fertilizer within 6,800 S.F. of Maintenance area per Specifications.	\$ 26.29 L.S.	X 3	\$ 78.87
				<b>Subtotal BZ-13</b>	<b>\$ 902.69</b>

**12.) BID SCHEDULE – BZ-14 (Tract 23275/24541):**

39	L.S.	Maintain 21,400 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 23.78 L.S.	X 18	\$ 428.04
40	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 65.85 L.S.	X 26	\$ 1,712.10
41	L.S.	Provide and Apply Fertilizer within 21,400 S.F. of Maintenance area per Specifications.	\$ 82.75 L.S.	X 3	\$ 248.25
				<b>Subtotal BZ-14</b>	<b>\$ 2,388.39</b>

**14.) BID SCHEDULE – BZ-16 (Tract 23838):**

50	L.S.	Maintain 9,465 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 10.52 L.S.	X 18	\$ 189.36
51	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 29.12 L.S.	X 26	\$ 757.12
52	L.S.	Provide and Apply Fertilizer within 9,465 S.F. of Maintenance area per Specifications.	\$ 36.60 L.S.	X 3	\$ 109.80
				<b>Subtotal BZ-16</b>	<b>\$ 1,056.28</b>

**15.) BID SCHEDULE – BZ-17 (Tract 22910-1)**

53	L.S.	Maintain 5,600 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 6.22 L.S.	X 18	\$ 111.96
54	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 17.23 L.S.	X 26	\$ 447.98
55	L.S.	Provide and Apply Fertilizer within 5,600 S.F. of Maintenance area per Specifications.	\$ 21.65 L.S.	X 3	\$ 64.95
				<b>Subtotal BZ-17</b>	<b>\$ 624.89</b>

**17.) BID SCHEDULE – BZ-19 (Tract 20173/20173-1-3)**

60	L.S.	Maintain 8,000 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 8.89	X 18	\$ 160.02
			L.S.		
61	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 24.62	X 26	\$ 640.12
			L.S.		
62	L.S.	Provide and Apply Fertilizer within 8,000 S.F. of Maintenance area per Specifications.	\$ 30.93	X 3	\$ 92.79
			L.S.		
				<b>Subtotal BZ-19</b>	<b>\$ 892.93</b>

**18.) BID SCHEDULE – BZ-20 (Tract 24715):**

63	L.S.	Maintain 5,900 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 6.56	X 18	\$ 118.08
			L.S.		
64	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 18.15	X 26	\$ 471.90
			L.S.		
65	L.S.	Provide and Apply Fertilizer within 5,900 S.F. of Maintenance area per Specifications.	\$ 22.81	X 3	\$ 68.43
			L.S.		
				<b>Subtotal BZ-20</b>	<b>\$ 658.41</b>

**20.) BID SCHEDULE – BZ-22 (Tract 24809/24809-1-2):**

73	L.S.	Maintain 14,690 S.F. of Planter Area, on tri-weekly and as-needed basis per Specifications.	\$ 20.40	X 18	\$ 367.20
			L.S.		
74	L.S.	Weed and Maintain 9,000 S.F. of Landscaped Buffer Areas, Basins, Bio-Swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 52.50	X 5	\$ 262.50
			L.S.		
75	L.S.	Provide 928 L.F. of Drainage Maintenance (Where Applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross-gutters, etc. per Specifications.	\$ 464.00	X 5	\$ 2,320.00
			L.S.		

76	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 48.32 L.S.	X 26	\$ 1,256.32
77	L.S.	Provide and Apply Fertilizer within 14,690 S.F. of Maintenance area per Specifications.	\$ 56.80 L.S.	X 3	\$ 170.40
			<b>Subtotal BZ-22</b>		<b>\$ 4,376.42</b>

**23.) BID SCHEDULE-BZ-27 (PM 27544):**

88	L.S.	Maintain 15,478 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 21.49 L.S.	X 18	\$ 386.82
89	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 47.62 L.S.	X 26	\$ 1,238.12
90	L.S.	Provide and Apply Fertilizer within 15,708 S.F. of Maintenance area per Specifications.	\$ 59.85 L.S.	X 3	\$ 179.55
			<b>Subtotal BZ-27</b>		<b>\$ 1,804.49</b>

**26.) BID SCHEDULE - BZ-36 (Tract 28986)**

103	L.S.	Maintain 2,988 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 4.15 L.S.	X 18	\$ 74.70
104	L.S.	Weed and Maintain 125,100 S.F. of Landscape Buffer Areas, Basin, Bio-Swales, Channels (Where Applicable) includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals and per Specifications	\$ 729.75 L.S.	X 5	\$ 3,648.75
105	L.S.	Provide 6,564 L.F. of drainage maintenance (where applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross gutters, etc., at specified intervals per specifications.	\$ 3,282.00 L.S.	X 5	\$ 16,410.00

106	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 52.49	X 26	\$ 1,364.74
			L.S.		
107	L.S.	Provide and Apply Fertilizer within 2,988 S.F. of Maintenance area per Specifications.	\$ 11.55	X 3	\$ 34.65
			L.S.		
				<b>Subtotal BZ-35</b>	<b>\$ 21,532.84</b>

**28.) BID SCHEDULE – BZ-39 (Tract 30382)**

112	L.S.	Maintain 4,900 S.F. of Turf Area and 6,000 S.F. of landscape buffer area with the detention basin from Nov. 1 to Feb. 28 per Specifications.	\$ 25.15	X 8	\$ 201.20
			L.S.		
113	L.S.	Maintain 4,900 S.F. of Turf Area and 6,000 S.F. of landscape buffer area with the detention basin from Mar.1 to Oct. 31 per Specifications.	\$ 25.15	X 35	\$ 880.25
			L.S.		
114	L.S.	Maintain 5,000 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 6.94	X 18	\$ 124.92
			L.S.		
115	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 15.38	X 26	\$ 399.88
			L.S.		
116	L.S.	Provide and Apply Fertilizer within 5,000 S.F. of Maintenance area per Specifications.	\$ 19.33	X 3	\$ 57.99
			L.S.		
				<b>Subtotal BZ-39</b>	<b>\$ 1,664.24</b>

**33.) BID SCHEDULE – BZ-51 (Tract 31114):**

138	L.S.	Maintain 7,930 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 11.01	X 18	\$ 198.18
			L.S.		

139	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 24.40	X 26	\$ 634.40
			L.S.		
140	L.S.	Provide and Apply Fertilizer within 7,930 S.F. of Maintenance area per Specifications.	\$ 30.66	X 3	\$ 91.98
			L.S.		
				<b>Subtotal BZ-51</b>	\$ 924.56

**35.) BID SCHEDULE – BZ-53 (Tract 30662/31564)**

145	L.S.	Maintain 352,047 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 488.95	X 18	\$ 8,801.10
			L.S.		
146	L.S.	Weed and Maintain 510,911 S.F. of Landscaped Buffer Areas, Basins, Bio-Swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 2,980.31	X 5	\$ 14,901.55
			L.S.		
147	L.S.	Provide 7,313 L.F. of Drainage Maintenance (Where Applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross-gutters, etc. per Specifications.	\$ 3,656.50	X 5	\$ 18,282.50
			L.S.		
148	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 1,260.07	X 26	\$ 32,761.82
			L.S.		
149	L.S.	Provide and apply Fertilizer within 352,047 S.F. of Maintenance area per Specifications.	\$ 1,361.25	X 3	\$ 4,083.75
			L.S.		
				<b>Subtotal BZ-53</b>	\$ 78,830.72

**36.) BID SCHEDULE – BZ-54 (Tract 31678)**

150	L.S.	Maintain 8,525 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 11.84	X 18	\$ 213.12
			L.S.		

151	L.S.	Weed and Maintain 28,000 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 163.33	X 5	\$ 816.65
			L.S.		
152	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 35.92	X 26	\$ 933.92
			L.S.		
153	L.S.	Provide and Apply Fertilizer within 8,525 S.F. of Maintenance area per Specifications.	\$ 32.96	X 3	\$ 98.88
			L.S.		
				<b>Subtotal BZ-54</b>	<b>\$ 2,062.57</b>

**37.) BID SCHEDULE – BZ-56 (Tract 31201):**

154	L.S.	Maintain 11,810 S.F. of Planter Area, on tri-weekly and as-needed basis, per Specifications.	\$ 16.40	X 18	\$ 295.20
			L.S.		
155	L.S.	Weed and Maintain 5,625 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 32.81	X 5	\$ 164.05
			L.S.		
156	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 38.29	X 26	\$ 995.54
			L.S.		
157	L.S.	Provide and Apply Fertilizer within 11,810 S.F. of Maintenance area per Specifications.	\$ 45.67	X 3	\$ 137.01
			L.S.		
				<b>Subtotal BZ-56</b>	<b>\$ 1,591.80</b>

**50.) BID SCHEDULE – BZ-75 (TT 31926):**

212	L.S.	Maintain 181,452 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 252.02 L.S.	X 18	\$ 4,536.36
213	L.S.	Weed and Maintain 79,565 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins, at specified intervals, per Specifications.	\$ 464.13 L.S.	X 5	\$ 2,320.65
214	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 585.85 L.S.	X 26	\$ 15,232.10
215	L.S.	Provide Drainage Maintenance for 603 L.F. (Where Applicable) at permanent drainage structures, including concrete swales, gutters, inlets/outlets at pipe, forebays, grates, v-ditches, cross-gutters, etc. per Specifications.	\$ 301.50 L.S.	X 5	\$ 1,507.50
216	L.S.	Provide and Apply Fertilizer within 181,452 S.F. of Maintenance area per Specifications.	\$ 701.61 L.S.	X 3	\$ 2,104.83
<b>Subtotal BZ-75</b>					<b>\$ 25,701.44</b>

**51.) BID SCHEDULE – BZ-76 (DPR 04-0314):**

217	L.S.	Maintain 1,604 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 2.23 L.S.	X 18	\$ 40.14
218	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 4.94 L.S.	X 26	\$ 128.44
219	L.S.	Provide and Apply Fertilizer within 455 S.F. of Maintenance area per Specifications.	\$ 1.76 L.S.	X 3	\$ 5.28
<b>Subtotal BZ-76</b>					<b>\$ 173.86</b>

**52.) BID SCHEDULE – BZ-80 (Tract 33266)**

220	L.S.	Maintain 17,349 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 24.10 L.S.	X 18	\$ 433.80
221	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas; and pick up trash and debris only from slopes, buffer areas, channels, v-ditches, etc., (see weed abatement intervals for channels, buffer areas etc.) per specifications.	\$ 58.88 L.S.	X 26	\$ 1,530.88
222	L.S.	Provide and Apply Fertilizer within 17,349 S.F. of Maintenance area per Specifications.	\$ 67.08 L.S.	X 3	\$ 201.24
223	L.S.	Weed and Maintain 15,890 S.F. of Landscaped Buffer Areas, Basins, Bio-swales, Channels (Where Applicable), includes plant material maintenance and/or undeveloped weed control at slopes and banks, swales, channels, basins at specified intervals per Specifications.	\$ 92.69 L.S.	X 5	\$ 463.45
<b>Subtotal BZ-80</b>					\$ 2,629.37

**53.) BID SCHEDULE – BZ-81 (PM 34082):**

224	L.S.	Weed abate and maintain 7,900 S.F. of Former Turf Area bi-weekly and as needed per Specifications.	\$ 15.19 L.S.	X26	\$ 394.94
225	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 2.73 L.S.	X 26	\$ 70.98
<b>Subtotal BZ-81</b>					\$ 465.92

**55.) BID SCHEDULE – BZ-86 (CUP 06-0158)**

229	L.S.	Maintain 63,273 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 87.88 L.S.	X 18	\$ 1,581.84
230	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 194.69 L.S.	X 26	\$ 5,061.94

231	L.S.	Provide and Apply Fertilizer within 58,116 S.F. of Maintenance area per Specifications.	\$ 224.72	X 3	\$ 674.16
			L.S.		
				<b>Subtotal BZ-86</b>	\$ 7,317.94

**58.) BID SCHEDULE – BZ-91**

238	L.S.	Maintain 14,327 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 19.20	X 18	\$ 358.20
			L.S.		
239	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 44.08	X 26	\$ 1,146.08
			L.S.		
240	L.S.	Provide and Apply Fertilizer within 5,490 S.F. of Maintenance area per Specifications.	\$ 21.23	X 3	\$ 63.69
			L.S.		
				<b>Subtotal BZ-91</b>	\$ 1,567.97

**59.) BID SCHEDULE – BZ-92**

241	L.S.	Maintain 2,441 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 3.39	X 18	\$ 61.02
			L.S.		
242	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 7.51	X 26	\$ 195.26
			L.S.		
243	L.S.	Provide and Apply Fertilizer within 2,441 S.F. of Maintenance area per Specifications.	\$ 9.44	X 3	\$ 28.32
			L.S.		
				<b>Subtotal BZ-92</b>	\$ 284.60

**60.) BID SCHEDULE – BZ-93**

244	L.S.	Maintain 967 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 1.34	X 18	\$ 24.12
			L.S.		
245	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 2.98	X 26	\$ 77.48
			L.S.		
246	L.S.	Provide and Apply Fertilizer within 967 S.F. of Maintenance area per Specifications.	\$ 3.74	X 3	\$ 11.22
			L.S.		
				<b>Subtotal BZ-93</b>	\$ 112.82

**62.) BID SCHEDULE – BZ-95**

250	L.S.	Maintain 2,932 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 4.07	X 18	\$ 73.26
			L.S.		
251	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 9.02	X 26	\$ 234.52
252	L.S.	Provide and Apply Fertilizer within 1,338 S.F. of Maintenance area per Specifications.	\$ 5.17	X 3	\$ 15.51
			L.S.		
				<b>Subtotal BZ-95</b>	<b>\$ 323.29</b>

**64.) BID SCHEDULE – BZ-98 and GF-06**

256	L.S.	Maintain 15,013 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 20.85	X 18	\$ 375.30
			L.S.		
257	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 46.19	X 26	\$ 1,200.94
			L.S.		
258	L.S.	Provide and Apply Fertilizer within 13,117 S.F. of Maintenance area per Specifications.	\$ 50.72	X 3	\$ 152.16
			L.S.		
				<b>Subtotal BZ-98</b>	<b>\$ 1,728.40</b>

**66.) BID SCHEDULE – BZ-100**

262	L.S.	Maintain 2460 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 3.42	X 18	\$ 61.56
			L.S.		
263	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 7.57	X 26	\$ 196.82
			L.S.		
264	L.S.	Provide and Apply Fertilizer within 2120 S.F. of Maintenance area per Specifications.	\$ 8.20	X 3	\$ 24.60
			L.S.		
				<b>Subtotal BZ-100</b>	<b>\$ 282.98</b>

**67.) BID SCHEDULE – BZ-101**

265	L.S.	Maintain 112 S.F. of Trees/Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 0.15	X 18	\$ 2.70
			L.S.		
266	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 0.34	X 26	\$ 8.84
			L.S.		
				<b>Subtotal BZ-101</b>	<b>\$ 11.54</b>

**68.) BID SCHEDULE – BZ-102**

267	L.S.	Maintain 1737 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 2.41	X 18	\$ 43.38
			L.S.		
268	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 5.34	X 26	\$ 138.84
			L.S.		
269	L.S.	Provide and Apply Fertilizer within 1737 S.F. of Maintenance area per Specifications.	\$ 6.72	X 3	\$ 20.16
			L.S.		
				<b>Subtotal BZ-102</b>	<b>\$ 202.38</b>

**69.) BID SCHEDULE – BZ-106**

270	L.S.	Maintain 2644 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 3.67	X 18	\$ 66.06
			L.S.		
271	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 8.14	X 26	\$ 211.64
			L.S.		
272	L.S.	Provide and Apply Fertilizer within 2527 S.F. of Maintenance area per Specifications.	\$ 9.77	X 3	\$ 29.31
			L.S.		
				<b>Subtotal BZ-106</b>	<b>\$ 307.01</b>

**71.) BID SCHEDULE – GF-02 (North Side Nuevo, West of Wilson)**

276	L.S.	Maintain 2,800 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 3.88	X 18	\$ 69.84
			L.S.		
277	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 8.62	X 26	\$ 224.12
			L.S.		

278	L.S.	Provide and Apply Fertilizer within 2,800 S.F. of Maintenance area per Specifications.	\$ 10.83	X 3	\$ 32.49
			L.S.		
				<b>Subtotal GF-02</b>	\$ 326.45

**72.) BID SCHEDULE – GF-03 (Perris High School Public Landscape Area)**

279	L.S.	Maintain 2,103 S.F. of Concrete Median and Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 2.92	X 18	\$ 52.56
			L.S.		
280	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 6.47	X 26	\$ 168.22
			L.S.		
281	L.S.	Provide and Apply Fertilizer within 495 S.F. of Maintenance area per Specifications.	\$ 1.91	X 3	\$ 5.73
			L.S.		
				<b>Subtotal GF-03</b>	\$ 226.51

**73.) BID SCHEDULE – GF-08 (East Side of Redlands Btwn Dale & Channel, North of Jarvis)**

282	L.S.	Maintain 6,900 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 9.58	X 18	\$ 172.44
			L.S.		
283	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 21.23	X 26	\$ 551.98
			L.S.		
284	L.S.	Provide and Apply Fertilizer within 6,900 S.F. of Maintenance area per Specifications.	\$ 26.68	X 3	\$ 80.04
			L.S.		
				<b>Subtotal GF-08</b>	\$ 804.46

**74.) BID SCHEDULE – GF-11 (W. San Jacinto Ave. & Diana St.)**

285	L.S.	Maintain 7,000 S.F. of Rock Cobble/Planter Area on a tri-weekly and as-needed basis per Specifications.	\$ 9.72	X 18	\$ 174.96
			L.S.		
286	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 13.46	X 26	\$ 349.96
			L.S.		
				<b>Subtotal GF-11</b>	\$ 524.92

**75.) BID SCHEDULE – GF-13 (D St. Medians)**

287	L.S.	Maintain 4,680 S.F. of Concrete Median and Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 6.50	X 18	\$ 117.00
			L.S.		
288	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 14.40	X 26	\$ 374.40
			L.S.		
289	L.S.	Provide and Apply Fertilizer within 4,680 S.F. of Maintenance area per Specifications.	\$ 18.10	X 3	\$ 54.30
			L.S.		
				<b>Subtotal GF-13</b>	<b>\$ 545.70</b>

**76.) BID SCHEDULE – GF-15 (Public Works Yard)**

290	L.S.	Maintain 1,800 S.F. of Planter Area, on a tri-weekly and as-needed basis per Specifications.	\$ 2.50	X 18	\$ 45.00
			L.S.		
291	L.S.	Pick up trash and debris and weed abate hardscape, turf, shrub, planter areas, etc. per Specifications.	\$ 5.54	X 26	\$ 144.04
			L.S.		
292	L.S.	Provide and Apply Fertilizer within 1,800 S.F. of Maintenance area per Specifications.	\$ 6.96	X 3	\$ 20.88
			L.S.		
				<b>Subtotal GF-15</b>	<b>\$ 209.92</b>

**80.) BID SCHEDULE – GF-44 (A St. & Ellis Ave.)**

303	L.S.	Pick up trash and debris and weed abate 14,542 S.F. of Right-of-Way or unimproved areas on a bi-weekly or as-needed basis, per Specifications.	\$ 39.15	X 26	\$ 1,017.90
			L.S.		
				<b>Subtotal GF-44</b>	<b>\$ 1,017.90</b>

**SUB- TOTAL ALL ITEMS  
(Bid Schedules 1 through 80):**

**\$ 167,613.51**

**( In Figures)**

**SUB-TOTAL ALL ITEMS  
(Bid Schedules 1 through 80):**

**\$ One hundred sixty-seven thousand six hundred thirteen and 51/100 dollars**

**( In Words)**

**ADDITIVE ALTERNATIVE**  
**LANDSCAPE BENEFIT ZONE MAINTENANCE SERVICES**  
**(SPEC. #LMD 1-2016-17-02)**

Bidder (Company Name): Adame Landscape, Inc.

**Supplemental Work Bid Schedule**

All materials under the Supplemental Work Bid schedule shall be billed at Labor Cost plus fifteen percent (15%) and material cost plus ten percent (10%). Contractor shall be required to submit backup documentation for labor and material costs associated with supplemental bid schedule items and tasks. Markup percentages shall include all overhead and profit.

The provisions contained in Section 3-2, "Changes Initiated by the Agency", of the Standard Specifications shall not apply to Supplemental Items of Work, therefore, no adjustment shall be made in the contract unit price for increased or decreased quantities of Supplemental Items of Work. By submitting this bid, Contractor acknowledges and agrees that quantities may be equal to, less than, or more than those listed below for repair or restoration of landscaping areas during the term of the Contract.

**--EXAMPLE--**

Bid Item No.	Unit	Item Description	(A) Material Cost Per Unit	(B) Total Material Cost	(C) 10% Material Markup	(D) Labor Cost Per Unit	(E) 15% Labor Markup	B+C+D+E Total Unit Cost
1	150 ea.	Provide Replace/Install of 5-Gallon Shrub, including all labor and materials to install per Specifications	\$12.00	\$1800.00	+ \$180.00	+ \$7.00	+ \$1.05	= \$1,988.05

**103) ADDITIVE ALTERNATIVE-SUPPLEMENTAL WORK BID SCHEDULE**

Bid Item No.	Unit	Item Description	(A) Material Cost Per Unit	(B) Total Material Cost	(C) 10% Material Markup	(D) Labor Cost Per Unit	(E) 15% Labor Markup	B+C+D+E Total Unit Cost
408.	6000 S.F.	Provide / Replace/Install of Turf Sod per Square Foot, for areas up to 6000 square feet including all labor and materials to install per Specifications	\$ 0.41 Ea.	\$2460.00	+ \$246.00	+ \$ 0.25	+ \$ 0.03	= \$ 2706.28

409.	2000 L.F.	Provide and Install of temporary 6' chain link fencing in park areas for extended 3 month repair periods.	<u>\$2614.00</u> Ea.	<u>\$2614.00</u>	+	<u>\$261.40</u>	+	<u>\$ 75.00</u>	+	<u>\$ 11.25</u>	=	<u>\$ 2961.65</u>
410.	1200 L.F.	Provide and Install of temporary 4' orange safety fencing in park areas for turf over-seeding for extended 3 month repair periods.	<u>\$461.31</u> Ea.	<u>\$461.31</u>	+	<u>\$46.31</u>	+	<u>\$ 288.00</u>	+	<u>\$ 43.20</u>	=	<u>\$ 838.82</u>
411.	30 EA.	Provide/Repla ce/Install 15- Gallon Tree including all labor, stakes, and materials to install per Specifications.	<u>\$32.00</u> Ea.	<u>\$960.00</u>	+	<u>\$96.00</u>	+	<u>\$ 36.00</u>	+	<u>\$ 5.40</u>	=	<u>\$ 1097.40</u>
412.	60 EA.	Provide/Repla ce/Install of 24" Box Tree, including all labor, stakes, and materials to install per Specifications.	<u>\$90.00</u> Ea.	<u>\$5400.00</u>	+	<u>\$540.00</u>	+	<u>\$ 90.00</u>	+	<u>\$ 13.50</u>	=	<u>\$ 6043.50</u>
413.	15 EA.	Provide/Repla ce/Install of 36" Box Tree, including all labor, stakes, guy wires, and materials to install per Specifications.	<u>\$395.00</u> Ea.	<u>\$5925.00</u>	+	<u>\$592.50</u>	+	<u>\$ 525.00</u>	+	<u>\$ 78.75</u>	=	<u>\$ 7121.25</u>
414.	5 EA.	Provide/Repla ce/Install of 48" Box Tree, including all labor, stakes, and materials to install per Specifications.	<u>\$1300.00</u> Ea.	<u>\$6500.00</u>	+	<u>\$650.00</u>	+	<u>\$ 995.00</u>	+	<u>\$ 149.25</u>	=	<u>\$ 8294.25</u>

ADDITIVE ALTERNATIVE BID SCHEDULE BF-2Q

415.	300 EA.	Provide/Repla ce/Install of Ground Cover rooted cuttings nursery flat, including all labor and materials to install per Specifications.	<u>\$6.00</u> Ea.	<u>\$1800.00</u>	+	<u>\$180.00</u>	+	<u>\$ 12.50</u>	+	<u>\$ 1.87</u>	=	<u>\$ 1994.37</u>
416.	300 EA.	Provide/Repla ce/Install of 1- Gallon Shrub, including all labor and materials to install per Specifications.	<u>\$1.90</u> Ea.	<u>\$570.00</u>	+	<u>\$57.00</u>	+	<u>\$ 5.10</u>	+	<u>\$ 0.76</u>	=	<u>\$ 632.86</u>
417.	150 EA.	Provide/Repla ce/Install of 5- Gallon Shrub, including all labor and materials to install per Specifications.	<u>\$6.50</u> Ea.	<u>\$975.00</u>	+	<u>\$97.50</u>	+	<u>\$ 12.00</u>	+	<u>\$ 1.80</u>	=	<u>\$ 1086.30</u>
418.	40 EA.	Provide/Repla ce/Install of 1- Gallon Vine, including all labor and materials to install per Specifications.	<u>\$2.65</u> Ea.	<u>\$106.00</u>	+	<u>\$10.60</u>	+	<u>\$ 6.75</u>	+	<u>\$ 1.01</u>	=	<u>\$ 124.36</u>
419.	40 EA.	Provide/Repla ce/Install of 5- Gallon Vine, including all labor and materials to install per Specifications.	<u>\$8.50</u> Ea.	<u>\$340.00</u>	+	<u>\$34.00</u>	+	<u>\$ 13.50</u>	+	<u>\$ 2.02</u>	=	<u>\$ 389.52</u>
420.	500 HOUR	Cost of Labor for Weed Abatement for Extra Work Per Fully Burdened Labor Hour. (Salary, Benefits, Overhead and Profit.) per Specifications.	<u>\$ N/A</u> Ea.	<u>\$ N/A</u>	+	<u>\$ N/A</u>	+	<u>\$ 25.00</u>	+	<u>\$ 3.75</u>	=	<u>\$ 28.75</u>

ADDITIVE ALTERNATIVE BID SCHEDULE BF-2R

SUB- TOTAL ALL ITEMS  
(408 through 420):

\$ 33,319.31

( In Figures)

SUB- TOTAL ALL ITEMS  
(408 through 420):

\$ Thirty-three thousand three hundred

( In Words)

nineteen and 31/100 dollars.

( In Words Cont'd)

GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID SCHEDULES  
(Items #1 through #420):

\$ 200,932.82  
(In Figures)

GRAND TOTAL ALL BASE-BID SCHEDULES, AND ALL ADDITIVE ALTERNATIVE BID SCHEDULES  
(Items #1 through #420):

Two hundred thousand nine hundred thirty-two and 82/100 dollars

(In Words)

(In Words, Cont'd)

Please note the following regarding bids:

- A. At the sole discretion of the Agency, Award of the contract, if made, will be made to one (1) lowest and responsible bidder based upon lowest total of all bid items within Base Bid Schedules #1 through #102, and Additive Alternative Supplemental Bid Schedule #103, combined; or will be made to two (2) separate lowest and responsible bidders, based upon the lowest total of all bid items within Base Bid Schedules #1 through 51, and Additive Alternative Supplemental Bid Schedule #103 combined; and Base Bid Schedules #52 through 102 and Additive Alternative Supplemental Bid Schedule #103 combined; or will be made to three (3) separate lowest and responsible bidders, based upon the lowest total of all bid items within North Area Base Bid Schedules #22, 25, 24, 30, 32, 34, 38, 40, 41, 42, 44, 45, 46, 47, 54, 56, 57, 61, 77, 79, 82, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 100 and #101, and Additive Alternative Supplemental Bid Schedule #103 combined; and Central Area Base Bid Schedules #2, 3, 6, 8, 9, 10, 13, 16, 19, 21, 27, 29, 31, 39, 43, 48, 49, 63, 70, 78, 81, 83, 98, 99 and #102, and Additive Alternative Supplemental Bid Schedule #103, combined; and South Area Base Bid Schedules #1, 4, 5, 7, 11, 12, 14, 15, 17, 18, 20, 23, 26, 28, 33, 35, 36, 37, 50, 51, 52, 53, 55, 58, 59, 60, 62, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 75, 76, 80, 96, and #97 and Additive Alternative Supplemental Bid Schedule #103, combined; or will be made to four (4) separate lowest and responsible bidders, based upon the lowest total of all bid items within North Area (Excluding Parks) Base Bid Schedules #22, 25, 24, 30, 32, 34, 38, 40, 41, 42, 44, 45, 46, 47, 54, 56, 57, 61, 77, 79, 82, 84, 85, 86, 87, 88, 100 and #101, and Additive Alternative Supplemental Bid Schedule #103 combined; and Central Area

ADDITIVE ALTERNATIVE BID SCHEDULE BF-2S

(Excluding Parks) Base Bid Schedules #2, 3, 6, 8, 9, 10, 13, 16, 19, 21, 27, 29, 31, 39, 43, 48, 49, 63, 70, 78, 81, 83, and #102, and Additive Alternative Supplemental Bid Schedule #103; and South Area (Excluding Parks) Base Bid Schedules #1, 4, 5, 7, 11, 12, 14, 15, 17, 18, 20, 23, 26, 28, 33, 35, 36, 37, 50, 51, 52, 53, 55, 58, 59, 60, 62, 64, 65, 66, 67, 68, 69, 71, 72, 73, 74, 75, 76, and #80, and Additive Alternative Supplemental Bid Schedule #103, combined; and Parks Only Areas Base Bid Schedules #89, 90, 91, 92, 93, 94, 95, 96, 97, 98, and #99 and Additive Alternative Supplemental Bid Schedule #103, is expected February 28, 2017. It shall be at the City's sole discretion to determine the best combination of individual awards that shall serve the City's best interest.

- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Flood Control Maintenance of Earthen Swales, Storm Channels, Outfalls and Trenches; FCD 1-2016-17-01.

**REQUESTED ACTION:** Approve extending the existing contract for Flood Control Maintenance Services with Bill & Dave's Landscaping for a one-year period, beginning July 1, 2019.

**CONTACT:** Daryl Hartwill, Director of Public Works

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**BACKGROUND/DISCUSSION:** The City of Perris has an existing agreement with Bill & Dave's Landscape Inc. for the maintenance of Earthen Swales, Storm Channels, outfalls and Trenches located within the Special Districts and General Fund areas. The agreement is due to expire on June 30, 2019. The contract sum will be adjusted by 2.7% to reflect the Consumer Price Index (CPI). The services provided by Bill & Dave's Landscape Inc. have proven to be satisfactory.

Staff is recommending Council approve extending the existing agreement for a one-year period, effective July 1, 2019. The agreement amount is not to exceed \$69,924.12, including the CPI increase of 2.7%.

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**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact, adequate funding was allocated pending City Council approval of the 2020/2021 budget for Special Districts Flood Control and General Fund.

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Prepared by:

**REVIEWED BY:**

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

Attachments: Change order Extending Service, Previous Change orders and Bid Schedules.

Consent: X  
 Public Hearing:  
 Business Item:  
 Presentation:  
 Other:



**CITY OF PERRIS**  
**PUBLIC WORKS DEPARTMENT**

David Leidenfrost  
Bill & Dave's Landscape Maintenance  
32750 Keller Road  
Winchester, CA 92596

**CHANGE ORDER**

**Order No. 4**

**Date: June 11, 2019**

**Original Contract Date: July 1, 2016**

**Project: FCD-1-2016-17-01 Maintenance of Earthen Swales, Storm Channels, Outfalls, and Trenches**

**Contractor: Bill & Dave's Landscape Maintenance, Inc.**

This Change Order #4 changes the Agreement between the City of Perris and Bill & Dave's Landscape Maintenance, Inc. for the Flood Control Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend the original contract term for, FCD 1-2016-17-01 that expired on July 1, 2019. The new expiration date will be June 30, 2020; the total contract amount is \$69,924.12. The Contractor shall be paid per the lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

Contractor will provide updated insurance prior to the beginning of the new term.

Original Contract Price: \$62,845.00

Current Contract Price \$68,085.80  
[Adjusted by previous Change Orders #1,3]

Total increased by 2.7%: \$10,628.52

New Contract Price Including This Change Order: \$69,924.12

(Sixty-nine thousand, nine hundred and twenty-four and 12/100 dollars)

Sheet#2 of 2  
Change Order #4  
June 11, 2019

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance.

**BILL & DAVE'S LANDSCAPE MAINTENANCE, INC.:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: David Leidenfrost  
Title: Owner

**CITY OF PERRIS:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Typed Name: Daryl Hartwill  
Title: Director of Public Works

Attachment:

End of Change Order #4



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Bill & Dave's  
Maintenance Inc.  
1153 Harley Knox Blvd  
Perris CA 92571

### CHANGE ORDER

Order No. 1

Date: September 21, 2016

Contract Date: July 1, 2016

Project: Earthen Swales, Storm Channels, Outfalls, Trenches (Spec. No. # FCD 1-2016-17-01)

Contractor: Bill & Dave's Landscape Maintenance Inc.

This Change Order #1 changes the Agreement between the City of Perris and Bill & Dave's Landscape Inc. ) Earthen Swales, Storm Channels, Outfalls, Trenches (Spec. No. # FCD 1-2016-17-01) please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original Agreement, and the following additional work: provide additional labor, equipment, material, incidentals and disposal to weed abatement at Bst at Red Pine Channel. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Contract Unit Price</u>	<u>Contract Price /Unit Total Price</u>
Item #43-Provide labor, equipment, material, incidentals and disposal to weed abatement and clean total of 89 LF at B street and Red Pine interim channel per specifications, 3x (October-March 30)	128.16 (E.A.)	384.48
Item #45- Provide labor, equipment, material, incidentals and disposal to weed abatement and clean total of 89 LF at B street and Red Pine interim channel per specifications, 2x (April-September 30)	128.16(E.A.)	256.32

Sheet #2 of 2  
Change Order #1  
September 21, 2016

Original Contract Price: \$62,845.50

Current Contract Price: \$62,845.50  
[Adjusted by previous change order(s)]

Contract Price Will be Increased: \$640.80  
(Due to this change order)

New Contract Price Including This Change Order: \$63,486.30  
(Sixty three thousand four hundred eighty six 30/100 dollars)

Contract Time:

Contract time will be increased by (0) calendar days. *As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement.*

**APPROVAL REQUIRED:**

To be effective, this change order must be approved by the City of Perris and Bill & Dave's Landscape Maintenance Inc.

Signature:   
Typed Name: David Leidenfrost  
Title: Vice President

Date: 10-1-16

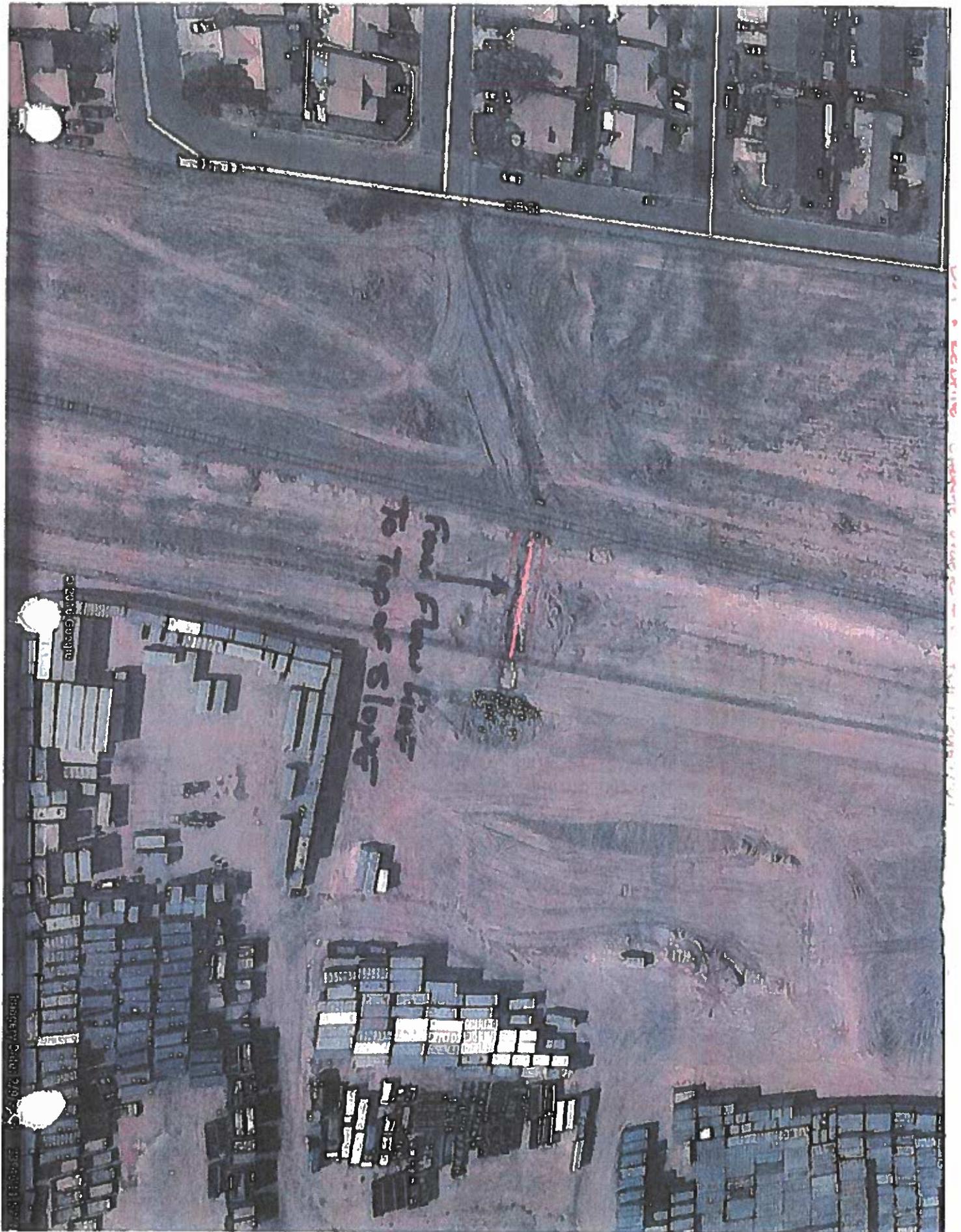
CITY OF PERRIS:

Signature:   
Typed Name: Michael A. Morales  
Title: Capital Improvements Project Manager

Date: 10-20-16

Attachment(s): Aerial Exhibit

End of Change Order #1  
Nothing Follows



Find Flow Lines  
To Top of Slope

2016 08 29 10:00 AM

2016 08 29 10:00 AM

2016 08 29 10:00 AM



CITY OF PERRIS  
Public Works Department

**CHANGE ORDER**

Order No. **3**

Date: February 25, 2019

Contract Date: July 1, 2016

Project **"Maintenance of Earthen Swales, Storm Channels, Outfalls and Trenches" (Specification No. #FCD 1-2016-17-01)**

Contractor: **Bill and Dave's Landscaping Maintenance Inc.**

**This Change Order # 3** changes the Agreement between the City of Perris and Bill and Dave's Landscaping Maintenance Inc. for the **Earthen Swales, Storm Channels, Outfalls and Trenches" (Specification No. #FCD 1-2016-17-01)** please read it carefully.

The following changes are hereby made to Agreement:

**Nature of Change:**

As per contract agreement #FCD 1-2016-17-01, Bill and Dave's Landscaping Inc. is contracted to maintain the Flood Control Storm Channel at Nuevo RD, a concrete flood control device starting at the corner E. Evans Road and runs along the N. side of Nuevo Rd. to eventually discharges storm waters into the Perris Valley River. This flood control device (Line-Q) has been accepted by Riverside County Flood Control and Water Conservation District to be maintained per their Cooperative Agreement set forth, which commenced October 5, 2018. In accordance with this agreement the City of Perris is no longer obligated to maintain this Nuevo Storm Channel.

**As per the Scope of Services for contract agreement #FCD 1-2016-17-01, Base Bid Schedule # (23.) shall be a removed from this contract agreement and the remaining unperformed bid schedule line items # 129. 130. 135. and 136. Totaling the sum of \$900.00 which shall be deducted from the current annual contract price agreement of \$68,085.80**

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**23) Base Bid Schedule-Nuevo Channel- (TO BE REMOVED)**

**Line items credits;**

**129. 3ea.**

Provide labor, equipment, material incidentals and disposal to weeds abate and clean a total of 3,458 LF. At Nuevo Channel and box culverts per specifications. (Includes Concrete lines walls and bottom portions only (October30-March30).

\$400.00 Ea. X 3 = 1,200.00

\$400.00 Ea. X 1 = \$400.00

Only 2x cleaning has been performed on contract. This line item is to be removed from this contracts base bid schedule. A credit is due to this contract for the sum of **\$400.00** for the remaining **1x** cleanings frequencies not to be performed.

**130. 3ea**

Provide photo document. Provide dump tickets, log conditions of before and after cleaning of Concrete Channel and box culvert totaling of 3,458 LF per specifications. (October30-March30).

\$50.00 Ea. X 3 = \$150. 00

\$50.00 Ea. X 1 = \$50.00

Only 2x cleaning has been performed to date per approved bid schedule-a credit is due to this contract for the sum of **\$50.00** for the remaining **1x** inspections and photo doc. not to be performed.

**135. 2ea.**

Provide labor, equipment, material incidentals and disposal to weeds abate and clean a total of 3,458 LF. At Nuevo Channel and box culverts per specifications. (Includes Concrete lines walls and bottom portions only (October30-March30).

\$400.00 Ea. X 2= \$800.00

\$400.00 Ea. X 1 = \$400.00

Only 1x cleaning has been performed on contract. This line item is to be removed from this contracts base bid schedule. A credit is due to this contract for the sum of **\$400.00** for the remaining **1x** cleanings frequencies not to be performed.

**136.2ea**

Provide labor, equipment, material incidentals and disposal to weeds Abate and clean a total of 3,458 LF. At Nuevo Channel and box culverts per specifications. (Includes Concrete lines walls and bottom portions only (October30-March30).

\$50.00 Ea. X 2= \$100.00

\$50.00 Ea. X 1 = \$50.00

Only 1x cleaning has been performed on contract. This line item is to be removed from this contracts base bid schedule. A credit is due to this contract for the sum of \$50.00 for the remaining 1x cleanings frequencies not to be performed.

**CHANGE TO CONTRACT PRICE:**

Original Contract Price	\$ <u>62,845.00</u>
Current Contract Price (Adjusted by Previous Change Order(s))	\$ <u>68,985.80</u>
Contract Price due to this Change Order will be Decrease:	\$ <u>-900.00</u>
New Contract Price including this Change Order:	\$ <u>68,085.80</u>

**CHANGE TO CONTRACT TIME**

**Contract Time will be increased: Not increase**

*As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement, and a total of \_\_\_\_\_ (0) additional calendar days, from the completion date specified on the original Notice To Proceed. The new completion date is \_\_\_\_\_.*

**Date for completion of all work: July 2019**

**APPROVALS REQUIRED**

*To be effective, this change order must be approved by the City of Perris and \_\_\_\_\_.*

**CITY OF PERRIS:**

Approved by:  Date 3/20/2019.  
Project Manager

\_\_\_\_\_  
Approved by: David Leidenfrost Date 3/19/19  
Contractor

End of Change Order# 3  
Nothing Follow

**MAINTENANCE OF EARTHEN SWALES, STORM CHANNELS,  
OUTFALLS, AND TRENCHES**

Bidder (Company Name): Bill and Dave's Landscape Maintenance Inc.

**BASE BID SCHEDULE**

BID ITEM NO.	(A) ESTIMATE QUANTITY AND UNIT	(B) ITEM DESCRIPTION	(C) UNIT PRICE (Figures)	(F) Frequency (Monthly Quarterly)	(E) TOTAL (Figures)
<b>1) Base Bid Schedule – Arapahoe Channel</b>					
1.	3EA.	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 200 LF at interim Arapahoe Channel per specifications. (October 30 – March 30)	\$ 250.00 /EA	X3	\$ 750.00
2.	3EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
3.	2EA.	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 200 LF at interim Arapahoe Channel per specifications. (April 30 – September 30)	\$ 250.00 /EA	X2	\$ 500.00
4.	2EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Arapahoe Channel					
One Thousand Five Hundred Dollars (In Words )					\$1,500.00 (In Figures )

2) Base Bid Schedule – B Street at Ellis Channel

5. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 270 LF at B Street and Ellis interim Channel per specifications (October 30 – March 30)	\$265.00 /EA	X3	\$795.00
6. 3EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$50.00 /EA	X3	\$150.00
7. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 270 LF at B Street and Ellis interim Channel per specifications. (April 30 – September 30)	\$265.00 /EA	X2	\$530.00
8. 2EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$50.00 /EA	X2	\$100.00 <del>\$10.00</del>
Subtotal B Street at Ellis Channel	One Thousand Five-Hundred Seventy Five Dollars			\$1,575.00
	(In Words)		(In Figures)	

3) Base Bid Schedule – Diana Street Channel

9. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 180 LF at Diana Street interim Channel per specifications. (October 30 – March 30)	\$250.00 /EA	X3	\$750.00
10. 3EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$50.00 /EA	X3	\$150.00

Revised 6/29/16



11. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 180 LF at Diana Street interim channel per specifications. (April 30 – September 30)	\$ 250.00 /EA	X2	\$ 500.00
12. 2EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Diana Street Channel	One Thousand Five Hundred Dollars (In Words)			\$1,500.00 (In Figures)

**4) Base Bid Schedule – A street at Mountain Channel**

13. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 524 LF at 'A' Street and Mountain interim channel per specifications. (Exclude Pipe) (October 30 – March 30)	\$ 300.00 /EA	X3	\$ 900.00
14. 3EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
15. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 524 LF at 'A' street and Mountain interim Channel per specifications. (Exclude Pipe) (April 30 – September 30)	\$ 300.00 /EA	X2	\$ 600.00
16. 2EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

Subtotal  
A Street at  
Mountain  
Channel

One Thousand Seven Hundred and  
Fifty Dollars

\$1,750.00

(In Words)

(In Figures)

5) Base Bid Schedule – BUSINESS PARK Channel

17. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 303 LF at interim Business Park Channel per specifications. (October 30 – March 30)	\$250.00 /EA	X3	\$750.00
18. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$33.333 /EA	X3	\$100.00
19. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 303 LF at interim Business Park Channel per specifications. (April 30 – September 30)	\$250.00 /EA	X2	\$500.00
20. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$50.00 /EA	X2	\$100.00

Subtotal  
Business  
Park  
Channel

One Thousand Four Hundred and Fifty  
Dollars

\$1,450.00

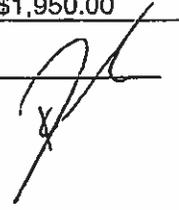
(In Words)

(In Figures)

6) Base Bid Schedule – GOETZ Channel

21. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 2,570 LF at interim Goetz Channel per specifications. (Exclude Pipe) (October 30 – March 30)	\$650.00 /EA	X3	\$1,950.00
				Revised 6/29/16

BF-2D



22. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
23. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 2,570 LF at interim Goetz Channel per specifications. (Exclude Pipe) (April 30 – September 30)	\$ 650.00 /EA	X2	\$ 1,300.00
24. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Goetz Channel	Three Thousand Five Hundred Dollars (In Words)		(In Figures)	\$3,500.00

7) Base Bid Schedule – INDIAN & RAMONA (FC-10)

25. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 231 LF at Indian and Ramona interim Channel per specifications. (October 30 – March 30)	\$ 200.00 /EA	X3	\$ 600.00
26. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
27. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 231 LF at Indian and Ramona interim Channel per specifications. (April 30 – September 30)	\$ 200.00 /EA	X2	\$ 400.00
28. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

Subtotal  
Indian &  
Ramona  
Channel

One Thousand Two Hundred and Fifty Dollars

\$1,250.00

(In Words)

(In Figures)

8) Base Bid Schedule -- DALE Channel (FC-26)

29. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 2,135 LF at interim Dale Channel per specifications. (Excludes Pipe) (October 30 – March 30)	\$ 400.00 /EA	X3	\$ 1,200.00
30. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
31. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 2,135 LF at interim Dale Channel per specifications. (Excludes Pipe) (April 30 – September 30)	\$ 400.00 /EA	X2	\$ 800.00
32. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Dale Channel	Two Thousand Two Hundred and Fifty Dollars			\$2,250.00

(In Words)

(In Figures)

9) Base Bid Schedule -- MORGAN (FC-52 and FC-64)

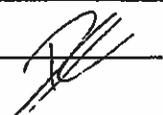
33. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean sloped areas and concrete channel at interim Morgan Channel per specifications. (October 30 – March 30)	\$ 350.00 /EA	X3	\$ 1,050.00
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34. 3EA	Inspect, photo document, provide dump tickets and log condition before and after weed abate of sloped areas at Morgan channel per specifications (October 30 – March 30)	\$50.00 /EA	X3	\$150.00
35. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean sloped areas and concrete channel at interim Morgan Channel per specifications. (April 30 – September 30)	\$350.00 /EA	X2	\$700.00
36. 2EA	Inspect, photo document, provide dump tickets and log condition before and after weed abate of sloped areas at Morgan channel per specifications (April 30 – September 30)	\$50.00 /EA	X2	\$100.00
37. 1 EA	Provide labor, equipment, material, incidentals and disposal to remove sediment to a broom finish of 1,015 LF of Morgan Concrete Channel per specifications. (April 30 – September 30)	\$300.00 /EA	X1	\$300.00
38. 1 EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of Morgan concrete channel to a broom finish per specifications. (April 30 – September 30)	\$50.00 /EA	X1	\$50.00
Subtotal Morgan (FC52 & FC64)	Two Thousand Three Hundred Fifty Dollars  (In Words)		(In Figures)	\$2,350.00

10) Base Bid Schedule – AVOCADO Channel

39. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 1,216 LF at interim Avocado Channel per specifications. (October 30 – March 30)	\$800.00 /EA	X3	\$2,400.00
40. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$50.00 /EA	X3	\$150.00

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41. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 1,216 LF at interim Avocado Channel per specifications. (April 30 – September 30)	\$ 800.00	X2	\$ 1,600.00
		/EA		
42. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00	X2	\$ 100.00
		/EA		
Subtotal Avocado Channel	Four Thousand Two Hundred and Fifty Dollars (In Words)			\$4,250.00 (In Figures)

11) Base Bid Schedule – B STREET at REDPINE Channel

43 43. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 209 LF at B street and Red Pine interim Channel per specifications. (October 30 – March 30)	\$ 300.00	X3	\$ 900.00
		/EA		
44 44. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00	X3	\$ 150.00
		/EA		
45 45. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 209 LF at B street and Red Pine interim Channel per specifications. (April 30 – September 30)	\$ 300.00	X2	\$ 600.00
		/EA		
46 46. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00	X2	\$ 100.00
		/EA		
Subtotal B Street at Red Pine Channel	One Thousand Seven Hundred and Fifty Dollars (In Words)			\$1,750.00 (In Figures)

12) Base Bid Schedule – SHAWNEE at 7<sup>th</sup> STREET Channel

47. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 240 LF at interim Shawnee & 7 <sup>th</sup> Channel per specifications. (October 30 – March 30)	\$ 200.00 /EA	X3	\$ 600.00
48. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
49. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 240 LF at interim Shawnee & 7 <sup>th</sup> Channel per specifications. (April 30 – September 30)	\$ 200.00 /EA	X2	\$ 400.00
50. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
51. 1EA	Provide labor, equipment, material, incidentals and disposal to remove sediment to a broom finish of 203 LF of concrete channel at interim Shawnee & 7 <sup>th</sup> Channel per specifications. (October 30 – March 30)	\$ 285.00 /EA	X1	\$ 285.00
52. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim concrete channel to a broom finish per specifications. (October 30 – March 30)	\$ 50.00 /EA	X1	\$ 50.00
53. 1EA	Provide labor, equipment, material, incidentals and disposal to remove sediment to a broom finish of 203 LF of concrete channel at interim Shawnee & 7 <sup>th</sup> Channel per specifications. (April 30 – September 30)	\$ 285.00 /EA	X1	\$ 285.00

54. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim concrete channel to a broom finish per specifications. (April 30 – September 30)	\$ 50.00 /EA	X1	\$ 50.00
Subtotal Shawnee at Seventh Channel		One Thousand Nine Hundred and Twenty Dollars (In Words)		\$1,920.00 (In Figures)

13) Base Bid Schedule – ELLIS & CASE ROAD Channel

55. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 5,213 LF at interim Case & Ellis Channel per specifications. (October 30 – March 30)	\$ 900.00 /EA	X3	\$ 2,700.00
56. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
57. 3EA	Remove and dispose of debris from a 16L x 8W ft. culvert per specifications. (Exclude Pipe) (October 30 – March 30)	\$ 125.00 /EA	X3	\$ 375.00
58. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim 16L x 8 W ft. culvert per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
59. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 5,213 LF at interim Case & Ellis Channel per specifications. (April 30 – September 30)	\$ 900.00 /EA	X2	\$ 1,800.00
60. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

61. 1EA	Remove and dispose of debris from a total of 845 LF at interim Ellis & Case Concrete Channel. Remove sediment to a broom finish per specifications. (Exclude Pipe) (April 30 – September 30)	\$ 600.00 /EA	X1	\$600.00
62. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Concrete Channel to a broom finish per specifications. (April 30 – September 30)	\$ 50.00 /EA	X1	\$ 50.00
63. 2EA	Remove and dispose of debris from a 16L x 8W ft. culvert per specification. (Exclude Pipe) (April 30 – September 30)	\$ 125.00 /EA	X2	\$ 250.00
64. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim 16L x 8W ft. culvert per specification. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Ellis and Case Channel	Six Thousand Two Hundred and Seventy Five Dollars (In Words)			\$6,275.00 (In Figures)

14) Base Bid Schedule – DUNLAP at PALMERO Channel

65. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 510 LF at interim Dunlap & Palmero Channel per specifications. (Exclude pipe) (October 30 – March 30)	\$ 280.00 /EA	X3	\$ 840.00
66. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
67. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 510 LF at interim Dunlap & Palmero Channel per specifications. (Excludes Pipe) (April 30 – September 30)	\$ 280.00 /EA	X2	\$ 560.00

68. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Dunlap at Palmero Channel	One Thousand Six Hundred and Fifty Dollars (In Words)			\$1,650.00 (In Figures)

15) Base Bid Schedule – RAMONA EXPWY. Channel

69. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 2,052 LF at interim Ramona Expwy Channel per specifications. (October 30 – March 30)	\$ 700.00 /EA	X3	\$ 2,100.00
70. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
71. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 2,052 LF at interim Ramona Expwy Channel per specifications. (April 30 – September 30)	\$ 700.00 /EA	X2	\$ 1,400.00
72. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Ramona Expwy Channel	Three Thousand Seven Hundred Fifty Dollars (In Words)			\$3,750.00 (In Figures)

16) Base Bid Schedule – ETHANAC Channel

73. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 261 LF at interim Ethanac Channel per specifications. (October 30 – March 30)	\$ 300.00 /EA	X3	\$ 900.00
74. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
75. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 261 LF at interim Ethanac Channel per specifications. (April 30 – September 30)	\$ 300.00 /EA	X2	\$ 600.00
76. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Ethanac Channel	One Thousand Seven Hundred and Fifty Dollars (In Words)			\$1,750.00 (In Figures)

17) Base Bid Schedule – RAMONA EXPWY. & WEBSTER Channel

77. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 225 LF at interim Ramona Expwy & Webster Channel per specifications. (October 30 – March 30)	\$ 285.00 /EA	X3	\$ 855.00
78. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
79. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 225 LF at interim Ramona Expwy & Webster Channel per specifications. (April 30 – September 30)	\$ 285.00 /EA	X2	\$ 570.00

80. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Ramona Expwy and Webster Channel		One Thousand Six Hundred and Seventy Five Dollars (In Words)		\$1,675.00 (In Figures)

18) Base Bid Schedule – FC – 07 Channel

81. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 326 LF at interim FC-07 Channel and box culvert per specifications. (October 30 – March 30)	\$ 300.00 /EA	X3	\$ 900.00
82. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel and box culvert per specification. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
83. 1EA	Remove and dispose of debris to a broom finish form a 5H x 6W ft. Concrete Box a total of 109 LF per specifications. (October 30 – March 30)	\$ 400.00 /EA	X1	\$ 400.00
84. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim 5H x 6W ft Concrete Box per specifications. (October 30 – March 30)	\$ 50.00 /EA	X1	\$ 50.00
85. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 326 LF at interim FC-07 Channel and box culvert per specifications. (April 30 – September 30)	\$ 300.00 /EA	X2	\$ 600.00
86. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel and box culvert per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

87. 1EA	Remove and dispose of debris to a broom finish form a 5H x 6W ft. Concrete Box a total of 109 LF. East of Channel per specifications. (April 30 – September 30)	\$ 200.00 /EA	X1	\$ 200.00
88. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim 5H x 6W ft Concrete Box per specifications. (April 30 – September 30)	\$ 50.00 /EA	X1	\$ 50.00
Subtotal FC-07 Channel	Two Thousand Four Hundred and Fifty Dollars (In Words)		(In Figures)	\$2,450.00

19) Base Bid Schedule – Outfalls at Teak Street

89. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 38 LF at Teak street interim Outfall #1 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
90. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #1 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
91. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 46 LF at Teak street interim Outfall #2 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
92. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #2 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
93. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 90 LF at Teak street interim Concrete Channel. Remove sediment to a broom finish per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00

94. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Concrete Channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
95. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 38 LF at Teak street interim Outfall #1 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
96. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #1 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
97. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 46 LF at Teak street interim Outfall #2 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
98. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #2 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
99. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 90 LF at Teak street interim Concrete Channel. Remove sediment to a broom finish per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
100. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Concrete Channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
<u>Subtotal</u> <u>Outfalls at</u> <u>Teak Street</u>		Three Thousand Dollars (In Words)		\$3,000.00 (In Figures)

20) Base Bid Schedule – Outfalls at FC-15

101. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 48 LF at FC-15 interim Outfall #1 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
102. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #1 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
103. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 46 LF at FC-15 interim Outfall #2 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
104. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim outfall #2 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
105. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 48 LF at FC-15 interim Outfall #1 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
106. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #1 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
107. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 46 LF at FC-15 interim Outfall #2 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
108. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Outfall #2 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Outfalls at FC-15		Two Thousand Dollars (In Words)		\$2,000.00 (In Figures)

21) Base Bid Schedule – A Street and 13<sup>th</sup> Street Channel

109. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 380 LF at A street and 13 <sup>th</sup> Street interim Channel per specifications. (October 30 – March 30)	\$ 200.00 /EA	X3	\$ 600.00
110. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
111. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 380 LF at A street and 13 <sup>th</sup> Street interim Channel per specifications. (April 30 – September 30)	\$ 200.00 /EA	X2	\$ 400.00
112. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal A Street and 13 <sup>th</sup> Street Channel	One Thousand Two Hundred and Fifty Dollars (In Words)			\$1,250.00 (In Figures)

22) Base Bid Schedule – 11<sup>th</sup> Street and Front Street Channel

113. 1EA	Remove and dispose of debris from a total of 74 LF at interim 11 <sup>th</sup> Street & Front Concrete Channel. Remove sediment to a broom finish per specifications. (Exclude Pipe) (April 30 – September 30)	\$ 250.00 /EA	X1	\$ 250.00
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114. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Concrete Channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X1	\$ 50.00
115. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean interim culverts 23L x 6W ft and 6L x 6W ft at 11th Street and Front Street per specifications. (October 30 – March 30)	\$ 100.00 /EA	X3	\$ 300.00
116. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim culverts per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
117. 2EA	Remove and dispose of debris from interim 11 <sup>th</sup> Street & Front Channel per specifications. (Exclude Pipe) (April 30 – September 30)	\$ 100.00 /EA	X2	\$ 200.00
118. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim 11 <sup>th</sup> Street & Front Channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
119. 3EA	Remove and dispose of debris from interim 11 <sup>th</sup> Street & Front Channel per specifications. (Exclude Pipe) (October 30 – March 30)	\$ 80.00 /EA	X3	\$ 240.00
120. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim 11 <sup>th</sup> Street & Front Channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
121. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean interim culverts 17L x 6W ft and 6L x 6W ft at 11th street and Front Street per specifications. (April 30 – September 30)	\$ 80.00 /EA	X2	\$ 160.00
122. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim culverts per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

Subtotal  
11<sup>th</sup> Street  
and Front  
Channel

One Thousand Seven Hundred Dollars  
(In Words)

\$1,700.00

(In Figures)

23) Base Bid Schedule – Nuevo Channel

123. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 3,458 Lf. at Nuevo Channels and box culverts per specifications. (Includes Concrete Lined walls and bottom portions only) (October 30 – March 30)	\$ 400.00 /EA	X3	\$ 1,200.00
124. 3EA	Inspect, photo document, provide dump tickets, log condition before and after each cleaning of Concrete Channel 3,458 LF and box culverts per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
125. 1EA	Remove and dispose of debris to a broom finish from interim 5H x 12W ft. Concrete Box #1 a total of 105 LF, 5Hx10W ft, double Concrete Box #2, 274 (137x2), 8Hx10W ft double Concrete Box #3 112 LF (56x2), and remaining sections of concrete channel 2,967 LF per specifications. (October 30 – March 30)	\$ 300.00 /EA	X1	\$ 300.00
126. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of Concrete Boxes #1, #2, #3, and remaining sections of channel per specifications. (October 30 – March 30)	\$ 50.00 /EA	X1	\$ 50.00
127. 1EA	Remove and dispose of debris to a broom finish from interim 5H x 12W ft. Concrete Box #1 a total of 105 LF, 5Hx10W ft, double Concrete Box #2, 274 (137x2), 8Hx10W ft double Concrete Box #3 12 LF (56x2), and remaining sections of concrete channel 2,967 LF per specifications. (April 30 – September 30)	\$ 400.00 /EA	X1	\$ 400.00

128. 1EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of Concrete Boxes #1, #2, #3, and remaining sections of channel per specifications. (April 30 – September 30)	\$ 50.00 /EA	X1	\$ 50.00
129. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 3,458 LF at Nuevo Channels and box culverts per specifications. (Includes Concrete Lined walls and bottom portions only) (April 30 – September 30)	\$ 400.00 /EA	X2	\$ 800.00
130. 2EA	Inspect, photo document, provide dump tickets log condition before and after each cleaning of Concrete Channel 3,458 LF and box culverts per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal Nuevo Channel	Three Thousand Fifty Dollars (In Words)		(In Figures)	\$3,050.00

**24) Base Bid Schedule – FC-51 Infiltration Trenches & Outfalls & Channels**

131. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 158 LF at interim FC-51 Infiltration Trench #1, Outfall #1, and 100LF Earthen Channel #1 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
132. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #1, Outfall #1, and 100LF Earthen Channel #1 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
133. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 116 LF at interim FC-51 Infiltration Trench #2, Outfall #2, and 70LF Earthen Channel #2 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00

134. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #2, Outfall #2, and 70LF Earthen Channel #2 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
135. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 119 LF at interim FC-51 Infiltration Trench #3, Outfall #3, and 100 LF Earthen Channel #3 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
136. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #3, Outfall #3, and 100 LF Earthen Channel #3 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
137. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 116 LF at interim FC-51 Infiltration Trench #4, Outfall #4, and 100 LF Earthen Channel #4 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
138. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #4, Outfall #4, and 100 LF Earthen Channel #4 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
139. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 164 LF at interim FC-51 Infiltration Trench #5, Outfall #5, and 40 LF Earthen Channel #5 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
140. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #5, Outfall #5, and 40 LF Earthen Channel #5 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00

141. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 141 LF at interim FC-51 Infiltration Trench #6 and Outfall #6 per specifications. (October 30 – March 30)	\$ 150.00 /EA	X3	\$ 450.00
141. 3EA.	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #6 and Outfall #6 per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
143. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 158 LF at interim FC-51 Infiltration Trench #1, Outfall #1, and 100 LF Earthen Channel #1 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
144. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #1, Outfall #1, and 100 LF Earthen Channel #1 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
145. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 116 LF at interim FC-51 Infiltration Trench #2, Outfall #2, and 70 LF Earthen Channel #2 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
146. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #2, Outfall #2, and 70 LF Earthen Channel #2 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
147. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 119 LF at interim FC-51 Infiltration Trench #3, Outfall #3, and 100 LF Earthen Channel #3 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00

148. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #3, Outfall #3, and 100 LF Earthen Channel #3 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
149. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 116 LF at interim FC-51 Infiltration Trench #4, Outfall #4, and 100 LF Earthen Channel #4 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
150. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #4, Outfall #4, and 100 LF Earthen Channel #4 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
151. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 164 LF at interim FC-51 Infiltration Trench #5, Outfall #5, and 40 LF Earthen Channel #5 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
152. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #5, Outfall #5, and 40 LF Earthen Channel #5 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
153. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 141 LF at interim FC-51 Infiltration Trench #6 and Outfall #6 per specifications. (April 30 – September 30)	\$ 150.00 /EA	X2	\$ 300.00
154. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Infiltration Trench #6 and Outfall #6 per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

Subtotal  
FC-51

Six Thousand Dollars

\$6,000.00

(In Words)

(In Figures)

25) Base Bid Schedule-FC-6 Earthen and Concrete Channels-Barrett Ave. and Perris Blvd.

155. 3EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 911 LF at interim Barrett Channel and Inlet per specifications. (October 30 – March 30)	\$ 300.00 /EA	X3	\$ 900.00
156. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Barrett Channel and Inlet per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
157. 3EA	Provide labor, equipment, material, incidentals and disposal to clean a total of 1,231 LF of interim concrete channel along Perris Blvd. continuing north to Inlet Riser at station 46+36.44 Remove sediment to a broom finish per specifications. (October 30 – March 30)	\$ 250.00 /EA	X3	\$ 750.00
158. 3EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim concrete Perris Blvd. Channel and Inlet Riser per specifications. (October 30 – March 30)	\$ 50.00 /EA	X3	\$ 150.00
159. 2EA	Provide labor, equipment, material, incidentals and disposal to weed abate and clean a total of 911 LF at interim Barrett Channel and Inlet per specifications. (April 30 – September 30)	\$ 300.00 /EA	X2	\$ 600.00
160. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim Barrett Channel and Inlet per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00

161. 2EA	Provide labor, equipment, material, incidentals and disposal to clean a total of 1,231 LF of interim concrete channel along Perris Blvd. continuing north to Inlet Riser at station 46+36.44 Remove sediment to a broom finish per specifications. (April 30 – September 30)	\$ 250.00 /EA	X2	\$ 500.00
162. 2EA	Inspect, photo document, provide dump tickets and log condition before and after each cleaning of interim concrete Perris Blvd. Channel and Inlet Riser per specifications. (April 30 – September 30)	\$ 50.00 /EA	X2	\$ 100.00
Subtotal FC-6	Three Thousand Two Hundred and Fifty Dollars (In Words)			\$3,250.00 (In Figures)

**GRAND TOTAL ALL BID SCHEDULES #1-#25 ITEMS (1 through 162) \$ 62,845.00**  
(In Figures)

(In Figures, Cont'd)

**GRAND TOTAL ALL BID SCHEDULES #1-#25 ITEMS (1 through 162) \$ Sixty Two Thousand**  
(In Words)

Eight Hundred and Forty Five Dollars and Zero Cents

(In Words, Cont'd)

Please note the following regarding bids:

- A. At the sole discretion of the City, Award, if made, will be made to one bidder based upon lowest total of all bid items for all Bid Schedules combined (Bid Schedules #1 through #25); or Award, if made, will be made to one or more separate bidders based upon lowest total of all bid items within separate Bid Schedules 1 through 25; the City reserves the right to reject any or all bids received.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.



# CITY OF PERRIS

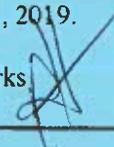
## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Citywide tree maintenance services agreement with West Coast Arborist, Inc.

**REQUESTED ACTION:** Approve extending the existing service agreement with West Coast Arborist, Inc. for a one-year period, beginning July 1, 2019.

**CONTACT:** Daryl Hartwill, Director of Public Works 

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**BACKGROUND/DISCUSSION:** The City of Perris has a long-standing relationship with West Coast Arborist for Citywide tree maintenance. In 2016 Council approved a two-year agreement with West Coast Arborist, Inc, in the amount of \$222,300 per year. The agreement expired on December 15, 2018. To avoid a lapse of services Staff is recommending Council approve extending the existing agreement for a one-year period, effective July 1, 2019. Due to growing developments and increases in service cost, Staff is recommending the agreement amount be increased to \$245,000. Said increase to the contract amount will allow for recurring scheduled grid-maintenance Citywide.

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**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact. Adequate funding was allocated, pending City Council approval of the 2020/2021 budget.

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Prepared by:

**REVIEWED BY:**

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

Attachments: Amendment No. 1; original Agreement

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**AMENDMENT No. 1**

**Amendment to Agreement Between**

**The City of Perris and West Coast Arborist, Inc.**

THIS AMENDMENT ("Amendment") to an Agreement for Tree Maintenance Services is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Perris, a municipal corporation located within Riverside County, State of California (hereinafter the "CITY"), and West Coast Arborist, Inc. (hereinafter "CONTRACTOR," collectively referred to with the CITY as the "PARTIES").

**RECITALS**

- A. The PARTIES have entered in to a two year agreement entitled "AGREEMENT FOR CITYWIDE TREE MAINTENANCE" that is dated December 16, 2016 (hereinafter the "Agreement"). The Agreement is incorporated by reference herein. The Agreement provides the terms and conditions, statement of services and budget for the performance of professional services related to citywide tree maintenance services and other services requested by the CITY and to be provided by CONTRACTOR.
- B. The PARTIES desire to amend the Agreement to extend the term of the original Agreement to June 30, 2019, and to renew the term of the Agreement, starting on July 1, 2019, to remain in effect until June 30, 2020.
- C. The Parties desire to amend section 2.1 of the Agreement to adjust compensation paid by CITY to CONTRACTOR to reflect an adjustment of approximately 2.1 percent, not to exceed a total of \$245,000 for the one-year period of the extension and renewal contemplated herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to the following:

- 1. The PARTIES hereby agree to amend Section 2.1 of the Agreement such that all services provided by CONTRACTOR to the CITY during the renewal period from July 1, 2019 to June 30, 2020, shall be compensated at the rates set forth in Attachment A to this Amendment. The total compensation paid by CITY to CONTRACTOR for services provided during the renewal period from July 1, 2019 to June 30, 2020, shall not exceed the sum of \$245,000.
- 2. The original termination date of the Agreement, as set forth in section 5.1 thereof, shall be extended from December 14, 2018 to June 30, 2019.
- 3. The PARTIES hereby agree to renew the term of the Agreement for a period of one year, from July 1, 2019 to June 30, 2020, pursuant to the terms of section 5.1 of the Agreement.
- 4. The PARTIES hereby agree to amend section 5.1 of this Agreement to allow for the term of the Agreement to be extended every twelve (12) months for an additional twelve (12) month period, starting on June 30, 2020, if the parties, through their respective governing bodies, mutually agree to the extension in writing and mutually agree on the rates to be charged for services.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement and any previous amendments thereto shall remain in full force and effect between the PARTIES.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

"CONTRACTOR"  
WEST COAST ARBORIST, INC.

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

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

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

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

[END OF SIGNATURES]

**EXHIBIT "A"**

**Tree Maintenance Services Agreement  
Letter Dated May 22, 2019**



May 22, 2019

City of Perris  
**ATTN: Liset Hernandez, Special Districts Supervisor**  
101 North D Street  
Perris, CA 92570

**RE: Tree Maintenance Services**

Dear Ms. Hernandez,

With this fiscal year coming to a close, West Coast Arborists, Inc. would like to take this opportunity to express our gratitude to you and your staff for another successful year. Together we have worked diligently to ensure that the City's urban forest continues to thrive.

The purpose of this letter is to express our interest in continuing with the agreement for an additional year with a slight adjustment in cost. Effective July 1, 2019, we respectfully request a cost adjustment of 2.1% based on the Consumer Price Index (CPI) for the Los Angeles-Orange-Riverside area for the previous calendar year, as published by the Department of Labor's Bureau of Labor Statistics. Attached for your review is our proposed Schedule of Compensation for FY2019-2020.

We appreciate your consideration in this matter. We look forward to continuing our successful business relationship. Should you have any questions or require additional information, please do not hesitate to call me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez  
Vice President, Marketing

# CITY OF PERRIS

## Schedule of Compensation for Year 2019 - 2020

### Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$61.85
2	Tree Raising	Each	\$32.50
3	Svc Rqst Pruning 0-6 DSH	Each	\$61.85
4	Svc Rqst Pruning 7-18 DSH	Each	\$130.00
5	Svc Rqst Pruning >18 DSH	Each	\$212.90
6	Tree and Stump Removal	Inch	\$27.25
7	Tree Only Removal	Inch	\$20.40
8	Stump Only Removal	Inch	\$9.45
9	Plant 15 Gallon w/o RB	Each	\$130.00
10	Plant 15 Gallon w/ RB	Each	\$151.00
11	Plant 24" Box w/o RB	Each	\$261.00
12	Plant 24" Box w/ RB	Each	\$295.00
13	Plant 36" Box w/o RB	Each	\$652.20
14	Plant 36" Box w /RB	Each	\$686.85
15	Plant 48 Box w/o RB	Each	\$1,201.70
16	Plant 48 Box w/ RB	Each	\$1,236.30
17	Root Pruning/Barrier Installation	Foot	\$16.50
18	Tree Injection	Each	\$34.35
19	Crew Rental Services	Man Hour	\$76.50
20	Emergency Response Services	Man Hour	\$109.00
21	Specialty Equipment Rental	Hour	\$164.40
22	Arborist Services	Man Hour	\$110.00
23	Consulting Arborist	Man Hour	\$205.00
24	GPS Tree Inventory	Tree Site	\$2.00

The proposed rates reflect a cost adjustment of 2.1% based on the Consumer Price Index. Upon approval, the new rates will become effective July 1, 2019.

**CITY OF PERRIS  
PUBLIC WORKS CONTRACT FOR  
CITYWIDE TREE MAINTENANCE CONTRACT**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 16 day of December, 2016, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and WEST COAST ARBORISTS, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Contract.**

The complete contract includes all contract documents, and Attachment 1 (Letter dated May 9, 2016) which are incorporated by this reference as though set forth in full herein.

**1.2 Scope of Services.**

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials, necessary and reasonably incidental to perform various tree maintenance services as set forth in Contractor's letter dated May 9, 2016. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

**1.3 Incorporation of and Compliance With State, Federal and Local Law.**

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.

**1.4 Licenses, Permits, Fees and Assessments.**

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**1.5 Additional Services**

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the

Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services. City and Contractor agree that City may seek additional cost estimates from third party contractors to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractors to perform additional services. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

## **2.0 COMPENSATION**

### **2.1 Contract Sum.**

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of two hundred, twenty-two thousand, three hundred 00/100 dollars (\$222,300.00), for years one and two of the agreement; but not exceeding the maximum contract sum of four hundred, forty-four thousand, six hundred and 00/100 dollars (\$444,600.00) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.5

### **2.2 Method of Payment.**

City agrees to pay and Contractor agrees to accept in full consideration for the performance of the work of this Agreement the Contract Sum, subject to additions and deductions as provided in Section 1.5, in accordance with the following provisions:

#### **(a) Unconditional Waiver and Release.**

A performance, payment and materials bond will not be required. However, the Contractor shall sign and submit an Unconditional Waiver and Release (Claim Release Form), to the City, upon progress and final payments.

#### **(b) Progress and Final Payments.**

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise

directed by the Contract Officer. Upon completion of the work by the contractor, a final inspection shall be made by the City.

### 2.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

## 3.0 COORDINATION OF WORK

### 3.1 Representative of Contractor.

Patrick Mahoney, President, is designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

### 3.2 Contract Officer.

Assistant Public Works Director or their designee, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

### 3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

### 3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an

independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

#### **4.0 INSURANCE, INDEMNIFICATION AND BONDS**

##### **4.1. Insurance.**

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) **Business Automobile Insurance.** A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

#### 4.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

#### 4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most

recent edition of Bcst Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

## **5.0 TERM**

### **5.1 Term**

Unless earlier terminated in accordance with 5.4 below, this Agreement shall commence on December 15, 2016 and continue in full force and effect until December 14, 2018. The two-year contract period may be renewed annually for up to a maximum of two additional one year periods by mutual agreement between City and Contractor, subject to the approval by the City Council.

### **5.2 Time For Completion and Liquidated Damages.**

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established, generally accepted to be twenty (20) calendar days from receipt of written or verbal authorization, written work order or verbal direction of the Contract Officer. It is expressly agreed that, except for extensions of time duly granted in writing by the Contract Officer or City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred and 00/100 dollars) for each and every day after permitted time if the work is not completed to the city's satisfaction.

### **5.3 Force Majeure.**

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for

any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

#### 5.4 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

#### 5.5 Termination Prior to Expiration of Term.

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

#### 5.6 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

## **6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS**

### **6.1 Non-liability of City Officers and Employees**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

### **6.2 Conflict of Interest**

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

## **7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **7.1 Covenants Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor

shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
  
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**8.0 MISCELLANEOUS PROVISIONS**

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris

Public Works Department, Engineering Administration Division

101 N. "D" Street

Perris, CA 92570

ATTN: Michael Morales, Capital Improvements Project Manager

Contractor

West Coast Arborists, Inc.

2200 East Via Burton Street

Anaheim, CA 92806

ATTN: Patrick Mahoney, President

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities shall be construed to be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

### 8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

### 8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

### 8.5 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.10 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.11 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[END – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**

CITY OF PERRIS,  
a municipal corporation

  
Richard Belmudez, City Manager

ATTEST:

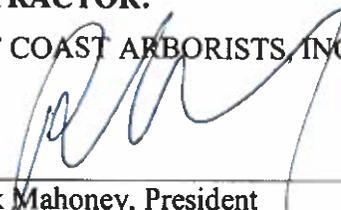
  
Nancy Salazar, City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

  
Eric L. Dunn, City Attorney

**CONTRACTOR:**

WEST COAST ARBORISTS, INC.,

  
Patrick Mahoney, President

[END OF SIGNATURES]

**ATTACHMENT 1**

**Tree Maintenance Services Agreement  
Letter dated May 9, 2016**



*Tree Care Professionals Serving Communities Who Care About Trees*

www.WCAINC.com

May 9, 2016

City of Perris  
**ATTN: Greg Zoll, Parks Service Manager**  
1015 South G Street  
Perris, CA 92570

**RE: TREE MAINTENANCE SERVICES AGREEMENT**

Dear Mr. Zoll,

Throughout the past eight years, West Coast Arborists, Inc. (WCA) and the City of Perris have forged a very productive and cohesive working relationship. Together our organizations have endured both good and bad times with the ever fluctuating economy of our state. Despite current economic trends; the integrity, health and preservation of the City's urban forest remains our common goal.

For many years, union organizations debated with the State's Department of Industrial Relations (DIR) and our firm that the work we performed for public agencies consisted of construction work and therefore, they demanded that we pay our field employees construction laborer rates which averaged between \$40-\$50 per hour.

After much careful thought, WCA agreed to enter into a Collective Bargaining Agreement (CBA) with the Laborers Union on June 1, 2015. Subsequently, on August 22, 2015, a new prevailing wage determination was issued by the DIR. The new rates stem from our CBA with the Laborers Union and although not as high as the construction laborers rates as originally proposed by the DIR; they are, however, more than the wages for Landscape Maintenance Laborer.

There are benefits to the new prevailing wage; it will allow the cities to continue to afford contracted tree maintenance services at a reasonable cost, help support the State's initiative to increase the lower tiered wages, provide a decent wage for the municipal tree care industry, and allow us to continue to operate at a competitive rate.

However, the new prevailing wages are higher than previously used and will increase beyond the Consumer Price Index beginning July 1, 2016. The new wage classification includes pre-determined wage increases for the next three (3) consecutive years. Based on this development, WCA respectfully requests a price adjustment of 30% to help offset these imposed wage rates beginning July 1, 2016.

We appreciate your ongoing efforts to make this Agreement successful for both parties. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,



Patrick Mahoney  
President

**West Coast Arborists, Inc.**

2200 E. Via Barron Street • Anaheim, CA 92806 • 714.991.1200 • 800.521.3714 • Fax: 714.956.3745



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Amendment to extend original agreement with Lynn Merrill and Associates for a one-year period.

**REQUESTED ACTION:** Approve amendment to extend the existing service agreement with Lynn Merrill and Associates for NPDES Industrial and Commercial Inspection Services for a one-year period, beginning July 1, 2019.

**CONTACT:** Daryl Hartwill, Director of Public Works

**BACKGROUND/DISCUSSION:** The City, along with other Riverside County cities, Riverside County and Riverside County Flood Control and Water Conservation District, are subject to the National Pollution Discharge Elimination System Permit issued by the Santa Ana Regional Water Quality Control Board (NPDES NO. CAS 618033, ORDER NO R8-2010-0033) on January 28, 2010. These permits are for five-year terms and may be administratively extended by the Regional Board. The current permit has been administratively extended by the Board until adoption of a new permit, expected sometime in 2019.

Under the current permit, the City is required to conduct periodic inspections of selected Industrial Businesses, Commercial Businesses and Restaurants located within the City. Prior to December 2014, the County Environmental Health Services Department provided these services; however, County EHS elected to terminate the provision of these services, resulting in each city having to perform these inspections. The City has contracted with Lynn Merrill and Associates since to provide NPDES Inspection Services. The current agreement is due to expire on June 30, 2019. Staff is recommending said agreement is extended for a one-year period, commencing July 1, 2019 in the amount of \$15,000.

**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact, adequate funding has been approved by Council in the 2019-2020/2020-2021 Budget.

Prepared by:

**REVIEWED BY:**

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

Attachments: Amendment No. 1; original Agreement

Consent: X  
 Public Hearing:  
 Business Item:  
 Presentation:  
 Other:

## **AMENDMENT No. 1**

### **Amendment to Agreement Between**

#### **The City of Perris and Lynn Merrill and Associate, Inc.**

THIS AMENDMENT ("Amendment") to an Agreement for NPDES Industrial and Commercial Inspection Services is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Perris, a municipal corporation located within Riverside County, State of California (hereinafter the "CITY"), and Lynn Merrill and Associates, Inc. (hereinafter "CONTRACTOR," collectively referred to with the CITY as the "PARTIES").

### **RECITALS**

- A. The PARTIES have entered into a one-year agreement entitled "AGREEMENT FOR CITYWIDE NPDES INDUSTRIAL AND COMMERCIAL INSPECTIONS" that is dated August 28, 2018 (hereinafter the "Agreement"). The Agreement is incorporated by reference herein. The Agreement provides the terms and conditions, statement of services and budget for the performance of professional services related to citywide NPDES Industrial and Commercial Inspection services and other services requested by the CITY and to be provided by CONTRACTOR.
- B. The PARTIES desire to amend the Agreement to extend the term of the original Agreement to June 30, 2020, and to renew the term of the Agreement, starting on July 1, 2020, to remain in effect until June 30, 2021.
- C. The Parties desire to amend Section 1.4 in Exhibit A the scope of services agreement to include five municipal facility inspections to be performed by CONTRACTOR to the CITY.
- D. The Parties desire to amend Phase 1 of Exhibit B the schedule of compensation Agreement to adjust compensation paid by CITY to CONTRACTOR to reflect an adjustment of approximately 3.5 percent, not to exceed a total of \$15,000 for the one-year period of the extension and renewal contemplated herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to the following:

- 1. The PARTIES hereby agree to amend Section 1.4 in Exhibit A the scope of services agreement to include five municipal facility inspections to be performed by CONTRACTOR to the CITY during the renewal period from July 1, 2019 to June 30, 2020, shall be compensated at the industrial or commercial rates set forth in Attachment A to this Amendment.
- 2. The PARTIES hereby agree to amend Phase 1 of Exhibit B the schedule of compensation Agreement such that all services provided by CONTRACTOR to the CITY during the renewal period from July 1, 2019 to June 30, 2020, shall be compensated at the rates set forth in Attachment A to this Amendment. The total compensation paid by CITY to CONTRACTOR for services provided during the renewal period from July 1, 2019 to June 30, 2020, shall not exceed the sum of \$15,000.
- 3. The PARTIES hereby agree to renew the term of the Agreement for a period of one year, from July 1, 2019 to June 30, 2020, pursuant to the terms of section 3.1 of the Agreement.

4. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement and any previous amendments thereto shall remain in full force and effect between the PARTIES.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONTRACTOR"  
LYNN MERRILL AND ASSOCIATES, INC.

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

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

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

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

[END OF SIGNATURES]

**EXHIBIT "A"**

**NPDES Industrial & Commercial Inspection Services and Technical Support Agreement  
Letter Dated August 18, 2017**



August 18, 2017

Daryl Hartwill  
 Public Works Director  
 City of Perris  
 101 North D Street  
 Perris, California, 92570-1998

REF: PROPOSAL - NPDES Industrial & Commercial Inspection Services and Technical Support

Dear Mr. Hartwill:

In reference to your request for a proposal to provide NPDES inspection services for Commercial, Industrial and Restaurants, and Post-Construction BMPs as well as NPDES Support within the City of Perris, the following is respectfully submitted:

This proposal is consistent with our current contract with the City of Lake Elsinore which was awarded in June 2017, including prices, terms, conditions and approaches. Our firm will perform an initial site inspection, data entry and one follow-up inspection for any Notices of Correction that may be issued to each category of business as set forth in the below pricing schedule:

FEE SCHEDULE	NPDES PRIORITY	PRICE PER INSPECTION PER FACILITY FY17-18	PRICE PER INSPECTION PER FACILITY FY18-19	PRICE PER INSPECTION PER FACILITY FY19-20
INDUSTRIAL	HIGH	\$209.25	\$216.57	\$224.15
INDUSTRIAL	MEDIUM	\$167.40	\$173.26	\$179.32
INDUSTRIAL	LOW	\$83.70	\$86.63	\$89.66
RESTAURANTS	HIGH	\$69.75	\$72.19	\$74.72
RESTAURANTS	MEDIUM	\$55.80	\$57.75	\$59.77
RESTAURANTS	LOW	\$41.85	\$43.31	\$44.83
COMMERCIAL	HIGH	\$60.45	\$62.57	\$64.76
COMMERCIAL	MEDIUM	\$51.15	\$52.94	\$54.79
COMMERCIAL	LOW	\$41.85	\$43.31	\$44.83
Other - Inactive / Residential / Non-Inspection (1/2 Commercial Low)		\$20.93	\$21.66	\$22.42
FOLLOW-UP AND REINSPECTIONS		No Charge	No Charge	No Charge
POST CONSTRUCTION BEST MANAGEMENT PRACTICES (Residential and Commercial)		\$139.50	\$144.38	\$149.44

Any additional inspections which are the result of a business failing to comply with a Notice of Correction and require the issuance of a Notice of Violation (NOV) shall be billed at the team rate of \$125 per hour and based on actual hour of time including travel. Please note: The Additional per Hour Inspection for NOV's will only be charged when the City requests our firm to provide administrative and investigative support to the City for issuance of an administrative citation, civil or criminal action against a non-compliant firm.

The City shall be responsible for providing our company with a current list of business licenses which will include the business name, address, and SIC / NAICS codes in an Excel format for us to use in establishing the inspection schedules. All inspections shall conform to the generally accepted Commercial, Industrial and Restaurant Inspection practices and procedures for NPDES programs. During inspections, we shall document appropriate data as necessary to maintain adequate records of inspections, including but not limited to dates of inspections, findings, corrective actions and other information as necessary.

Our firm shall use the electronic inspection template that we have previously developed for the City of Perris inspection program, and shall enter this data into the City's Excel-based database. All electronic copies of the inspection forms and the updated database will be provided to the City with our monthly invoice

If the City wishes, we can coordinate any non-compliance enforcement including illicit discharge discoveries with the City's Code Enforcement staff, if the City will provide a point of contact. If any Illicit Connection/Illicit Discharges are discovered, we will contact the NPDES Coordinator immediately upon discovery and if necessary, contact any first responders as appropriate, depending on the severity.

In addition, we are proposing to perform a windshield field survey of all the businesses located within the City of Perris in order to update the NPDES inspection lists. The current inspection lists were derived from the County's CAP program and are significantly out of date. The purpose of the Field Survey is to confirm that all businesses within the City that should be inspected under the current MS4 Permit are included. We propose to take the city's current business license list and field check against the businesses identified in the field. This allows us to update the inspection list based on field information, and it provides a cross check for the City to identify any potentially unlicensed businesses which will be provided to the City.

During the FY16-17 Inspection program, our inspectors noted many businesses that should have been inspected but were not because they were not on the existing list. This exposes the City to possible action by the Santa Ana Regional Water Board in the event of an audit. We anticipate that the cost to perform this field survey is as follows:

LABOR CATEGORY	RATES	HOURS	TOTAL COST
NPDES INSPECTOR I	\$41.26	40	\$1,650.25
ADMINISTRATIVE ASSISTANT II	\$31.83	8	\$254.61
Mileage (At IRS Published Rates)	\$0.54	450	\$240.75
<b>TOTAL COST</b>			<b>\$2,145.61</b>

In addition, we propose to continue to provide an Environmental Technician to support the NPDES / Public Works programs as done over the last year. The following table shows the estimated costs for this service, assuming 8 hours per day, four days per week excluding holidays and dates that the City is closed. The following table provides the labor rates for each year as well as the total cost.

LABOR CATEGORY	September 9, 2017 to September 8, 2018			September 9, 2018 to September 8, 2019			September 9, 2019 to September 8, 2020		
	LABOR RATE	HOURS	TOTAL COST	LABOR RATE	HOURS	TOTAL COST	LABOR RATE	HOURS	TOTAL COST
Environmental Technician - General Fund	\$ 22.55	532	\$ 11,996.60	\$ 23.11	532	\$ 12,296.52	\$ 23.69	532	\$ 12,603.93
Environmental Technician - District Fund	\$ 32.80	1068	\$ 35,030.40	\$ 33.62	1068	\$ 35,906.16	\$ 34.46	1068	\$ 36,803.81
<b>SUBTOTAL LABOR</b>		<b>1600</b>	<b>\$ 47,027.00</b>		<b>1600</b>	<b>\$ 48,202.68</b>		<b>1600</b>	<b>\$ 49,407.74</b>
Mileage (At IRS Published Rates)	\$ 0.54	200	\$ 107.00	\$ 0.54	200	\$ 107.00	0.535	200	\$ 107.00
<b>TOTAL COST</b>			<b>\$ 47,134.00</b>			<b>\$ 48,309.68</b>			<b>\$ 49,514.74</b>

We are proposing a one-year contract with two, one-year options for a total of three years for this support. Additional support may be requested, and the following labor rates are available for the city:

LABOR CATEGORY	2017-2018	2018-2019	2019-2020
PRINCIPAL IN CHARGE	\$ 123.77	\$ 126.86	\$ 130.03
SENIOR CONSULTANT / PRINCIPAL ENGINEER	\$ 129.96	\$ 133.21	\$ 136.54
SENIOR CONSULTANT / PROGRAM MANAGER	\$ 111.98	\$ 114.78	\$ 117.65
SENIOR SUPERVISING INSPECTOR	\$ 109.03	\$ 111.76	\$ 114.55
NPDES INSPECTOR III	\$ 102.55	\$ 105.12	\$ 107.74
NPDES INSPECTOR II	\$ 53.04	\$ 54.37	\$ 55.73
NPDES INSPECTOR I	\$ 41.26	\$ 42.29	\$ 43.34
Environmental Technician - General Fund	\$ 22.55	\$ 23.11	\$ 23.69
Environmental Technician - District Fund	\$ 32.80	\$ 33.62	\$ 34.46
ADMINISTRATIVE ASSISTANT II	\$ 31.83	\$ 32.62	\$ 33.44
ADMINISTRATIVE ASSISTANT I	\$ 25.93	\$ 26.58	\$ 27.25
Mileage (At IRS Published Rates)	\$ 0.54	\$ 0.55	\$ 0.56
Mark-Up Percentage on Outside Services:	8.500%	8.500%	8.500%
Reimbursables (Travel and Reproduction) at actual cost.			

Our firm has been providing a variety of services to municipal customers since November 2004; we currently are providing NPDES services to the cities of Rialto, Grand Terrace, Loma Linda, County of San Bernardino, San Jacinto and Banning. For the City of Rialto our inspections include Fats, Oils and Greases (FOG) compliance inspections. For the City of San Jacinto, we currently provide NPDES Administration support including oversight of the City's NPDES inspection program. For the City of Lake Elsinore, we are currently providing NPDES Inspection Services to the city. For the City of Banning, our program includes Industrial Pre-Treatment and FOG.

Our firm shall secure a business license for your city upon award of contract. We maintain all appropriate insurances, including Commercial Liability, Professional Liability and Worker's Compensation with appropriate limits. We will be happy to provide insurance certificates to the city upon award of contract.

We appreciate the opportunity to submit this proposal and look forward to working with your city. If you have any questions regarding this, please contact me at 951-217-1201.

Sincerely,



Lynn Merrill  
Principal

**CITY OF PERRIS  
CONTRACT SERVICES AGREEMENT FOR  
NPDES INDUSTRIAL AND COMMERCIAL INSPECTION SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 28th day of August, 2018, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and LYNN MERRILL AND ASSOCIATES, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.**

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

**1.2 Compliance With Law.**

All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 Licenses, Permits, Fees and Assessments.**

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**1.4 Additional Services**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, (ii) Phase Contract Sum, and/or (iii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000; whichever is less, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time

consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

## 2.0 COMPENSATION

### 2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of fifteen thousand and 00/100 dollars (\$ 15,000) (herein "Contract Sum"). For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount for each phase as follows: Phase I, thirteen thousand five hundred and 00/100 dollars (\$13,500.00); Phase II, one thousand five hundred and 00/100 dollars (\$1,500.00) (the maximum payment for each phase shall be referred to herein as "Phase Contract Sum"), except as provided in Section 1.4. The method of compensation shall include: (i) payment issued at satisfactory completion of one hundred percent (100%) of the individual facility inspection services during Phase I, as determined by the City; (ii) payment for time and materials for Phase II shall be made based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Phase Contract Sum; (iii) Reimbursable expenses for Phase I including mileage, overnight mailing, reprographic services, Xerox copies shall be included in the not to exceed Phase Contract Sum, and no additional compensation shall be allowed therefore; (iv) allowable expenses for Phase II shall be reimbursed at the direct expense rate cost included in Exhibit B, upon City's receipt of an invoice therefore; allowable reimbursable items include mileage, overnight mailing, reprographic services, Xerox copies, etc. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City (See Exhibit A); Contractor shall not be entitled to any additional compensation for attending said meetings.

### 2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, and in accordance with the "Schedule of Compensation," Exhibit "B", and upon receipt and approval of the invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from the date that the invoice is received by City.

## 3.0 TERM

### 3.1 Term.

This Agreement, shall continue in full force and effect through June 30, 2019, upon completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance. The contract may be renewed annually for up to a maximum of three additional one year periods by mutual agreement between the City and Contractor.

#### 4.0 COORDINATION OF WORK

##### 4.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Lynn Merrill, Principal-in-Charge

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

##### 4.2 Contract Officer.

Daryl Hartwill or his designee, is hereby designated as being the representative of City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

##### 4.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

##### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

### 5.1. Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City, Riverside County, and their officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language. The Commercial General Liability Insurance shall name the City and its officers, employees and agents as additional insureds.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which will include \$1,000,000 employer's liability.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City and its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

## 5.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City its elected and appointed officials and members, officers, attorneys, agents, representatives, Contractors, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, Contractors, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 5.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City its officers, agents or employees, any and all costs and expenses incurred by the City its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

## 5.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk

Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

## **6.0 REPORTS AND RECORDS**

### **6.1. Reports.**

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein; or if Contractor is providing design services and becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.2. Records Retention Clause Examination and Audit.**

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, the State Auditor of California, and any authorized representatives thereof for purposes of auditing at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

### **6.3. Confidentiality; Work Product.**

(a) Contractor in the course of its duties may have access to confidential data of City or its employees. Contractor agrees that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement and any communications between Contractor or the City or its respective representatives and contractors are deemed confidential and privileged attorney work product. All City data shall be returned to the City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

(b) Contractor will not disclose any report, materials or other information generated or gathered during the course of its performance of its duties under this

Agreement or any of its findings, or any information which it obtains or of which it becomes aware in the course of this project, to any third parties or any governmental agency or entity without the City's prior express, written approval. If Contractor believes that it is required by law to disclose any such information, it shall not do so until it has first advised the City of the necessity to make such disclosure and given the City a full opportunity to determine whether such disclosure is required by law. The City shall grant such authorization if it determines that the law requires disclosure.

(c) Nothing contained in this Section 6 shall preclude either party from disclosing information or data: (A) which are generally available to the public without the receiving party's fault at any time before or after acquisition from the transmitting party; or (B) which are obtained or acquired in good faith at any time by the receiving party from a third party who has disclosed the same in good faith and is not under any obligation to the transmitting party in respect thereof; or (C) where a written release is obtained by the receiving party from the transmitting party.

## **7.0 ENFORCEMENT OF AGREEMENT**

### **7.1. California Law.**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

### **7.2. Disputes.**

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Contractor's right to terminate this Agreement without cause pursuant to Section 7.8.

### **7.3. Retention of Funds.**

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform

Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City and Riverside County, as provided elsewhere herein.

7.4. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5. Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6. Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7. Termination Prior to Expiration Of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) business days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time upon, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or

such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.8. Termination for Default of Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

**7.9 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**8.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS**

**8.1 Non-liability of City Officers and Employees**

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Warranty and Representation of Non-Collusion.**

No official, officer, or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. Contractor warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any

money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any Agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

### 8.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

## 9.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

### 9.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in connection with the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by Riverside County EDA setting forth the provisions of this non-discriminating clause.
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, marital status, ancestry, sex or national origin.

## 10.0 MISCELLANEOUS PROVISIONS

### 10.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer c/o Daryl Hartwill, Director of Public Works, City of Perris, Public Works Department, 1015 South "G" Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

### 10.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the Designs prepared pursuant to this Agreement, that the altered portions of the facilities shall be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and shall meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

### 10.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### 10.4 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

### 10.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

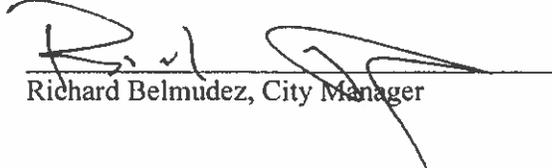
10.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[END – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:  
CITY OF PERRIS,  
a municipal corporation

  
Richard Belmudez, City Manager

ATTEST:

  
Nancy Salazar, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

  
Eric L. Dunn, City Attorney

CONTRACTOR:  
LYNN MERRILL AND ASSOCIATES, INC.

By:   
Name: Lynn Merrill,  
Title: President

Address: 256 Cajon Street, Suite C  
Redlands, CA 92373

[End of Signatures]

AFFIX CORPORATE SEAL

## EXHIBIT "A"

### SCOPE OF SERVICES

Contractor shall complete in a competent, professional, and courteous manner, all duties assigned by the Contract Officer, to execute the City's Industrial and Commercial NPDES (National Pollutant Discharge Elimination System) Inspection Program; in accordance with the Agreement, and the following terms and condition:

#### **PHASE 1: NPDES Industrial and Commercial Inspection Program**

The City and Contractor shall be responsible for the day-to-day inspection and enforcement of the City's Municipal Code Section 14.22 Storm Water/Urban Runoff Management and Discharge Control Ordinance, and implementation of the City of Perris Commercial and Industrial Inspection Program described in Section 8 of the City of Perris Local Implementation Plan (LIP). The Inspection Program in the LIP is intended meet the minimum requirements of Section 7 and 8 of the Drainage Area Management Plan and meets the requirements of the City's 5-year NPDES Permit, Section XI. of Board Order No. R8-2010-0033 (NPDES permit No. CAS 618033).

- 1.1 The City has established a list of Standard Industrial Classification Codes of concern (SIC's), and Industrial and Commercial business with those code designations have been included on an electronic database. In general, the businesses with the following SIC codes are automotive services, restaurants of various types, and manufacturing plants. The criterion for being on the list includes uses with fuel, chemical, or other hazardous materials storage; uses requiring a State General Industrial Permit; and commercial and industrial businesses that have a City approved SWPPP or WQMP . The sites may have underground storage tanks, or above ground storage tanks with a capacity of 55gallons or more, or have 500 pounds or more of hazardous materials, the site may also produce greater than five to 10 gallons of hazardous waste water per week. In addition, restaurants, mobile automotive services, or other eating establishments have been included on the list due to the potential of pollution through cleaning materials, and wash water.
- 1.2 The City shall be responsible for providing regular updates to the electronic version of the Industrial and Commercial Inspection Program Database and Inspection Summary Report attached to the LIP as Appendix E1, labeled Attachment A. The business list/inventory reflects all known businesses with Standard Industrial Classification Codes of concern (SIC's) in the City of Perris (See LIP Appendix E1, "Attachment C" for SIC's of Concern). Businesses are added to the inventory in two ways: 1) The Business License Clerk informs the Storm Water Program Coordinator that a new business with an "SIC of Concern" has been issued a new business license, and 2) The Storm Water Program Coordinator obtains an updated list of facilities from Riverside County Haz-Mat or Food Services Division.
- 1.3 In accordance with the City's 5-year NPDES Permit, Section XI. of Board Order No. R8-2010-0033 (NPDES permit No. CAS 618033), the City shall be responsible for providing the first prioritization and inspection frequencies for Commercial and Industrial businesses. To

establish priorities for inspection, the City utilizes the "High," "Medium," and "Low" threat to water quality ranking system provided in the NPDES permit. These rankings consider type of commercial and industrial activities (i.e. SIC codes), materials or wastes used or stored outdoors, pollutant discharge potential, business compliance history, facility size, proximity and sensitivity of Receiving Waters, and any other relevant factors described in Section 8 of the Drainage Area Management Plan.

- 1.4 The Contractor shall inspect the identified commercial and industrial businesses at intervals appropriate to the priority level assigned in the inspection program. Businesses with a "High" priority shall initially be inspected annually, businesses with a "Medium" priority shall initially be inspected once every two years, and businesses with a "Low" priority shall initially be inspected once during the NPDES Permit term. Contractor shall conduct inspections for the purpose of determining if the commercial or industrial business is in compliance with the City's Municipal Code Section 14.22; is in compliance with the facilities approved San Jacinto Permit Storm Water Pollution Prevention Plan (SWPPP); is in compliance with the facilities approved Water Quality Management Plan (WQMP); has applied for and obtained coverage under the State's Industrial Storm Water Discharge Permit, if applicable; and is in compliance with any combination of the foregoing requirements. In the event that a business is determined to be in non-compliance, or demonstrates other minor infractions of the foregoing, Contractor shall provide a written correction notice to the business owner. Said Notice shall recommend appropriate remedies and timelines in accordance with policies and procedures established in the City's LIP, Municipal Code, SWPPP, WQMP, and/or State Industrial Permit. Contractor shall conduct follow-up inspections as required to bring the site back into compliance, and coordinate with the City's Code Enforcement Division or the State's Regional Water Quality Control Board as necessary.
- 1.5 Contractor shall document the inspection activities on standardized City Forms provided in the LIP Appendix E1, Attachment F. Contractor shall complete forms, including all relevant back-up documentation and photographs substantiating the enforcement strategy for non-compliant businesses. Contractor shall deliver the same, in hard copy and electronic format to the City Storm Water Program Coordinator for data entry into the Industrial and Commercial Inspection Program Database and Inspection Summary Report. In addition, Contractor shall submit a monthly report with monthly invoice, detailing location and types of inspections completed during the billing period. Contractor shall also include type and location of inspections conducted but not completed (i.e. outstanding cases).

#### **PHASE 2: Notice of Violation Administrative and Investigation Enforcement Support**

- 2.1 When sufficient evidence or circumstances exist that cause the Contractor to believe that illegal discharges or illicit connections may be occurring at a business, have occurred at the business, or have a potential to occur at the business in the future, Contractor shall take all legal steps to gain right-of-entry in accordance with Section 1.12.010 of the Perris Municipal Code. Contractor shall conduct an inspection, and document the inspection activities in a summary report, which shall be delivered to the Storm Water Coordinator. The summary report shall inform the City as to compliance with the applicable laws of the City and State. In instances where the illegal discharge may pose an immediate threat to the public health, welfare and

safety, the Contractor shall coordinate containment and clean-up activities with the appropriate Hazardous Materials Agency. Otherwise, in accordance with the procedures established in the LIP, Contractor shall coordinate an appropriate enforcement strategy with the City's Storm Water Pollution Prevention Coordinator. The City may request that Contractor provide administrative and investigative support for issuance of an administrative citation, civil or criminal action against a non-compliant business, or a business that has failed to adequately respond to correction notices issued by the Contract inspector.

### **PHASE 3. General Services and Requirements and Responsibilities**

- 3.1 Contractor shall, at no cost to the City, designate a senior staff member as project manager. Said staff member shall be the contractor's primary liaison with the City for all matters relating to this project for the entire term of the agreement developed under this Agreement.
- 3.2 Contractor shall, at no cost to the City, be responsible for retaining all necessary employees, who are qualified and competent in performing inspections at the level required. Contractor shall provide a statement of qualifications for each level of inspector. All employees shall answer directly to the Contractor.
- 3.3 Contractor shall, at no cost to the City, be responsible for delivery and pick-up of all documents, plans, reports, inspection forms, etc. to and from all city departments, with the exception of specific tasks noted above.
- 3.4 Contractor shall, at no cost to the City, correct any and all errors and omissions in products delivered, which are discovered subsequent to the completion of the review process.
- 3.5 Contractor shall, at no cost to the City, submit invoices to the City on a monthly basis. Each invoice will be itemized, and Contractor shall request payment for only cases that have been completed. Contractor shall submit a monthly report with monthly invoice, detailing location and types of inspections completed during the billing period. Contractor shall also include type and location of inspections conducted but not completed (i.e. outstanding cases).
- 3.6 Contractor shall, at no cost to the City, be available to answer questions regarding the inspection scope, documents, milestones, follow-ups, required reports and updates.
- 3.7 Contractor shall, at no cost to the City, attend all meetings described below at the discretion of the Contract Officer, but not to exceed 1 hour per week. All reports and documentation shall be subject to the review and approval of the Contract Officer. All employees provided by the Contractor are expected to conduct themselves in a professional and courteous manner at all times, particularly during interactions with the public, and Contractor agrees that it shall immediately replace any employee violating this requirement as determined by the sole discretion of the Contract Officer.

Inspector competent in Industrial Waste inspections.

- 3.8 Contractor shall, at no cost to the City, supervise for the purpose of insuring timely inspections and resolution of outstanding inspection cases. Subtasks may include:
- Insure an equitable distribution of workload among inspectors
  - Assess the skill level of inspectors and assign cases that are within an inspector's skill level
  - All reports to the Contract Officer are completed in a complete, accurate, and professional manner
- 3.9 On the basis of Commercial and Industrial inspections, and through the continual evaluation of these Commercial and Industrial businesses, the Contractor shall, at no cost to the City, recommend changes to the initial prioritization and inspection frequency originally provided by the City. A report of the changes and the justification for each change shall be submitted to the NPDES Coordinator for data entry into the Industrial and Commercial Inspection Program Database and Inspection Summary Report. Recommended changes shall be based on the status of compliance of the site; and any changes to the types of activities occurring at the site, materials or wastes used or stored outdoors, pollutant discharge potential, facility size, proximity and sensitivity of Receiving Waters, and any other relevant factors described in Section 8 of the Drainage Area Management Plan.
- 3.10 Contractor shall complete all annual inspections and have last reporting submitted 60 (sixty) days before ending of contract term.

3 . . . . .

**EXHIBIT "B"**

**SCHEDULE OF COMPENSATION**

Contractor shall be paid lump sum payments based upon of completion of individual inspection services, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amount for each individual phase:

**CONTRACT SERVICES**

**PHASE 1: NPDES Industrial and Commercial Inspection Program**

<u>Facility Type</u>	<u>Number of Inspections</u>	<u>Priority Level</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Industrial Facility	*	High	\$216.57
Industrial Facility	*	Medium	\$173.26
Industrial Facility	*	Low	\$86.63
Restaurant Facility	*	High	\$72.19
Restaurant Facility	*	Medium	\$57.75
Restaurant Facility	*	Low	\$43.31
Commercial Facility	*	High	\$62.57
Commercial Facility	*	Medium	\$52.94
Commercial Facility	*	Low	\$43.31
Post Construction BMP's (Residential/Commercial)	*	Any	\$144.38
Other – Inactive/Residential/Non-Inspection (1/2) Commercial		Low Any	No Charge
<b>SUB-TOTAL CONTRACT SERVICES PHASE 1</b>		<b>=</b>	<b>NOT TO EXCEED \$12,500</b>

**REIMBURSABLES PHASE 1**

<u>Item Description</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Mileage @ .545 cents per mile while on duty in the City of Perris	\$1,000
Reprographic services, Xerox copies, overnight mailing, at cost	
<b>SUB-TOTAL REIMBURSABLES PHASE 1=</b>	<b>INCLUDED</b>

**TOTAL CONTRACT SERVICES PHASE 1= NOT TO EXCEED \$13,500**

Contractor shall be paid for time and materials based upon the following rates, as determined by the City in accordance with Section 2.1 of the Agreement, but not to exceed the following amounts for each individual phase:

**PHASE 2: Notice of Violation Administrative and Investigation Enforcement Support**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Extra Investigative Services	*	\$125	TBD
<b>SUB-TOTAL CONTRACT SERVICES PHASE 2=</b>			<b>\$TBD</b>

**REIMBURSABLES PHASE 2**

<u>Item Description</u>	<u>Maximum Not To Exceed Total (in \$)</u>
200 Miles @ .545 cents per mile while on duty in the City of Perris	\$109.00
Reprographic Services, Xerox Copies overnight mailing, at Cost	
<b>SUB-TOTAL REIMBURSABLES PHASE 2 =</b>	<b>\$TBD</b>
<b>TOTAL CONTRACT SERVICES PHASE 2 = NOT TO EXCEED</b>	<b>\$1,500.00</b>

Contractor shall be paid for time and materials based upon the following rates, in accordance with Section 2.1 of the Agreement, but not to exceed the following amount:



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

Lynn Merrill, President  
Lynn Merrill and Associate, Inc.  
256 Cajon Street  
Redlands, CA 92373

### CHANGE ORDER

Order No. 1

Date: February 19, 2019

Contract Date: August 28, 2018

Project: NPDES Industrial and Commercial Inspection Services

Contractor: Lynn Merrill and Associates, Inc.

This Change Order #1 changes the Agreement between the City of Perris and Lynn Merrill and Associates, Inc. for the NPDES Industrial and Commercial Inspection Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 "Scope of Services," and 1.4 "Additional Services" of the original agreement, and the following additional work to the existing contract: Maintaining the same compensation to the Contractor for the modification to the "Scope of Services". Notice to proceed work on the Windshield Field Surveys, which includes a windshield inspection of Perris Businesses to determine if currently active, document each site with a picture, and provide a complete list of the findings and observation to the City. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

	<u>Maximum Total Hours</u>	<u>Contract Unit Price</u>	<u>Not to Exceed Total Price</u>
<u>Phase Ia) Windshield Field Survey of Perris Businesses</u>			
NPDES Inspector I	20	\$42.29	\$845.80
Admin. Assistant II	4	\$32.62	\$130.48
Mileage	225	\$0.545 /	\$122.63

Sheet #2 of 2  
Change Order #1  
February 19, 2019

Original Contract Price: \$ 15,000.00

Contract Price for Phase 1a: \$ 000.00  
(Due to this change order)

New Contract Price Including This Change Order: \$15,000.00  
(Fifteen thousand dollars, and 00/100)

Contract Time:

Contract time will remain the same:

APPROVAL REQUIRED:

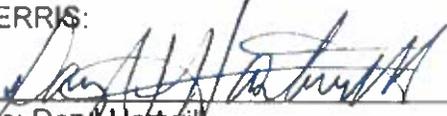
To be effective, this change order must be approved by the City of Perris and Lynn Merrill and Associates, Inc.:

Lynn Merrill and Associates, INC.:

Signature:   
Typed Name: Lynn Merrill  
Title: President

Date: 3/14/19

CITY OF PERRIS:

Signature:   
Typed Name: Daryl Hartwill  
Title: Director of Public Works

Date: 3/6/19

Attachment

End of Change Order #1



# CITY OF PERRIS

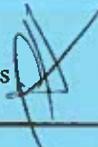
## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Amendment to an Existing Agreement for Traffic Signal and Safety Lighting Inspections

**REQUESTED ACTION:** Approve amendment to extend the exiting services agreement with the County of Riverside for Traffic Signal and Safety Lighting Inspection for a one-year period, beginning July 1, 2019

**CONTACT:** Daryl Hartwill, Director of Public Works 

**BACKGROUND/DISCUSSION:** On May 29, 2019 City Council approved an agreement with Riverside County Transportation Department to perform traffic signals inspections and other services as needed throughout the City. The City of Perris continues to experience growth and development and would like to extend the term of the agreement for a one-year period. The rates of the original agreement have increased and are provided as an exhibit of the amendment. The increase to the service cost is approximately 20%. To be fiscally responsible, staff is currently vetting vendors that provide similar services to compare cost and establish a list for future use. City Engineering will continue to monitor services provided by the County to ensure signals are installed to standards and accepted by both City and County.

**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact, the agreement will be funded through Engineering Services.

Prepared by:

**REVIEWED BY:**

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

Attachments: Amendment No. 1; original Agreement

- Consent: X
- Public Hearing:
- Business Item:
- Presentation:
- Other:

**AMENDMENT No. 1**

**Amendment to Agreement Between**

**The County of Riverside and City of Perris**

THIS AMENDMENT to an Agreement for Traffic Signal and Safety Lighting Inspection is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Riverside, a political subdivision of the State of California (hereinafter the "COUNTY"), and City of Perris, California (hereinafter "CITY").

**RECITALS**

- A. COUNTY and CITY have entered in an agreement entitled "AGREEMENT FOR TRAFFIC SIGNAL AND SAFETY LIGHTING INSPECTION" that is dated June 26, 2018 (hereinafter the "Agreement"). The Agreement provides the terms and conditions, statement of services and budget for the performance of professional services related to inspection services for new development, including, but not limited to, new traffic signals, modified traffic signals, new light or flashers and Other Services requested by the CITY that are typically provided by the Transportation Department and agreed to by COUNTY.
- B. The parties desire to amend the Agreement to extend the term, starting on June 30, 2019 and shall remain in effect until June 30, 2020. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. This Agreement may be extended every twelve (12) months, starting on June 30, 2020 if the parties, through their respective governing bodies, mutually agree to the extension in writing and mutually agree on the hourly rate to be charged for services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. Extend the termination date of the agreement from June 30, 2019 to June 30, 2020.
- 2. CITY shall pay COUNTY for all such services, including staff-to-staff consultations, at the hourly rates set forth in Attachment \_\_\_ to this Amendment.
- 3. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement and Amendment 1 shall remain in full force and effect between the parties hereto.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this day and year first written above.

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONTRACTOR"  
COUNTY OF RIVERSIDE

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

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

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

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

[END OF SIGNATURES]

**EXHIBIT "A"**

**Traffic Signal and Safety Lighting Inspection  
FY20 ICAP City Rates By Position**

FY20 ICAP City Rates By Position  
 Prepared By: Francisco Herrera  
 Revised: 04/24/19

Descr	Job Code	Dep#ID	Division	Max Salary	City Factor	City Rate
ADMIN SVCS ANALYST II	74106	31301	Transportation Department / Engineering	\$36.4848	375.66%	\$137.0595
ADMIN SVCS OFFICER	74213	31301	Transportation Department / Engineering	\$47.3282	375.66%	\$177.7940
ASSOC CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$55.6575	375.66%	\$209.0840
ASSOC ENGINEER	76423	31301	Transportation Department / Engineering	\$52.7892	375.66%	\$198.3089
ASSOCIATE CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$55.6575	375.66%	\$209.0840
ASST CIVIL ENGINEER	76422	31301	Transportation Department / Engineering	\$50.0622	375.66%	\$188.0646
ASST ENGINEER	76421	31301	Transportation Department / Engineering	\$47.4664	375.66%	\$178.3132
ASST TRANSPORTATION PLANNER	74828	31301	Transportation Department / Engineering	\$41.3358	375.66%	\$155.2829
CONTRACTS & GRANTS ANALYST	74293	31301	Transportation Department / Engineering	\$43.9210	375.66%	\$164.9945
ENGINEERING AIDE	97421	31301	Transportation Department / Engineering	\$26.6768	375.66%	\$100.2146
ENGINEERING DIVISION MANAGER	76452	31301	Transportation Department / Engineering	\$79.1490	375.66%	\$297.3327
ENGINEERING PROJECT MGR	76419	31301	Transportation Department / Engineering	\$68.9466	375.66%	\$259.0061
ENGINEERING TECH I	97431	31301	Transportation Department / Engineering	\$34.7600	375.66%	\$130.5801
ENGINEERING TECH II	97432	31301	Transportation Department / Engineering	\$38.6420	375.66%	\$145.1633
ENGINEERING TECHNICIAN I	97431	31301	Transportation Department / Engineering	\$34.7600	375.66%	\$130.5801
ENGINEERING TECHNICIAN II	97432	31301	Transportation Department / Engineering	\$38.6420	375.66%	\$145.1633
ENV COMPLIANCE INSPECTOR II	33225	31301	Transportation Department / Engineering	\$39.4688	375.66%	\$148.2693
GIS SENIOR ANALYST	77106	31301	Transportation Department / Engineering	\$41.2217	375.66%	\$154.8542
JUNIOR ENGINEER	76420	31301	Transportation Department / Engineering	\$42.4424	375.66%	\$159.4399
OFFICE ASSISTANT II	13865	31301	Transportation Department / Engineering	\$21.2498	375.66%	\$79.8274
OFFICE ASSISTANT III	13866	31301	Transportation Department / Engineering	\$23.6057	375.66%	\$88.6776
PLANS EXAMINER II	76415	31301	Transportation Department / Engineering	\$42.4424	375.66%	\$159.4399
PLANS EXAMINER V	76418	31301	Transportation Department / Engineering	\$55.6575	375.66%	\$209.0840
PRINCIPAL CONST INSPECTOR	97413	31301	Transportation Department / Engineering	\$54.6111	375.66%	\$205.1531
PRINCIPAL CONSTRUCTION INSPCTR	97413	31301	Transportation Department / Engineering	\$54.6111	375.66%	\$205.1531
PRINCIPAL ENG TECH	97434	31301	Transportation Department / Engineering	\$55.3029	375.66%	\$207.7519
SECRETARY I	13923	31301	Transportation Department / Engineering	\$27.8695	375.66%	\$104.6951
SECRETARY II	13924	31301	Transportation Department / Engineering	\$30.9779	375.66%	\$116.3722
SR ACCOUNTANT	77413	31301	Transportation Department / Engineering	\$37.1791	375.66%	\$139.6677
SR CIVIL ENGINEER	76425	31301	Transportation Department / Engineering	\$63.5992	375.66%	\$238.9180
SR ENG TECH	97433	31301	Transportation Department / Engineering	\$44.7792	375.66%	\$168.2184
SR TRANSPORTATION PLANNER	74831	31301	Transportation Department / Engineering	\$60.6093	375.66%	\$227.6861
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department / Engineering	\$59.5589	375.66%	\$223.7401
TRANSPORTATION DIVISION MGR-EC	74812	31301	Transportation Department / Engineering	\$79.1490	375.66%	\$297.3327
TRANSPORTATION PROJ MGR - EC	74810	31301	Transportation Department / Engineering	\$68.9466	375.66%	\$259.0061
ASST DISTRICT ROAD MAINT SUPV	66561	31301	Transportation Department/ Highway Operations	\$39.0732	375.66%	\$146.7831
BRIDGE CREW WORKER	66501	31301	Transportation Department/ Highway Operations	\$30.1212	375.66%	\$113.1539
COOK	54431	31301	Transportation Department/ Highway Operations	\$22.0394	375.66%	\$82.7936
CREW LEAD WORKER	66502	31301	Transportation Department/ Highway Operations	\$32.4410	375.66%	\$121.8685
DISTRICT ROAD MAINTENANCE SUPV	66509	31301	Transportation Department/ Highway Operations	\$41.2217	375.66%	\$154.8542
EQUIPMENT OPERATOR I	66511	31301	Transportation Department/ Highway Operations	\$29.9702	375.66%	\$112.5866
EQUIPMENT OPERATOR II	66512	31301	Transportation Department/ Highway Operations	\$32.4230	375.66%	\$121.8009
EXECUTIVE SECRETARY	13929	31301	Transportation Department/ Highway Operations	\$27.8458	375.66%	\$104.6061
HIGHWAY MAINT SUPERINTENDENT	66524	31301	Transportation Department/ Highway Operations	\$56.0634	375.66%	\$210.6089
HIGHWAY OPS SUPERINTENDENT	66526	31301	Transportation Department/ Highway Operations	\$70.6600	375.66%	\$265.4427
LABORER	62202	31301	Transportation Department/ Highway Operations	\$22.2912	375.66%	\$83.7396
LEAD BRIDGE CREW WORKER	66504	31301	Transportation Department/ Highway Operations	\$33.4982	375.66%	\$125.8400
LEAD TRAFFIC CONTROL PAINTER	66582	31301	Transportation Department/ Highway Operations	\$34.5764	375.66%	\$129.8904
LEAD TREE TRIMMER	66592	31301	Transportation Department/ Highway Operations	\$32.7928	375.66%	\$123.1901
MAINTENANCE & CONST WRKR	66529	31301	Transportation Department/ Highway Operations	\$26.3739	375.66%	\$99.0767
MAINTENANCE & CONSTRUCT WRKER	66529	31301	Transportation Department/ Highway Operations	\$26.3739	375.66%	\$99.0767
MAINTENANCE & CONSTRUCTION WKR	66529	31301	Transportation Department/ Highway Operations	\$26.3739	375.66%	\$99.0767
OFFICE ASSISTANT III	13866	31301	Transportation Department/ Highway Operations	\$23.6057	375.66%	\$88.6776
PRINCIPAL ENG TECH	97434	31301	Transportation Department/ Highway Operations	\$55.3029	375.66%	\$207.7519
SECRETARY II	13924	31301	Transportation Department/ Highway Operations	\$30.9779	375.66%	\$116.3722
SIGN MAKER	66580	31301	Transportation Department/ Highway Operations	\$32.9604	375.66%	\$123.8197
SR EQUIPMENT OPERATOR	66513	31301	Transportation Department/ Highway Operations	\$35.0213	375.66%	\$131.5617
SR TRAFFIC SIGNAL TECHNICIAN	97382	31301	Transportation Department/ Highway Operations	\$47.5622	375.66%	\$178.6731
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department/ Highway Operations	\$59.5589	375.66%	\$223.7401
TRAFFIC CONTROL PAINTER	66581	31301	Transportation Department/ Highway Operations	\$32.1038	375.66%	\$120.6018
TRAFFIC SIGNAL SUPERVISOR	97383	31301	Transportation Department/ Highway Operations	\$51.1483	375.66%	\$192.1447
TRAFFIC SIGNAL TECH	97381	31301	Transportation Department/ Highway Operations	\$44.1401	375.66%	\$165.8176
TRANSPORTATION WAREHSE WKR II	15822	31301	Transportation Department/ Highway Operations	\$30.7872	375.66%	\$115.6558
TRANSPORTATION WAREHSE WRKR I	15823	31301	Transportation Department/ Highway Operations	\$25.0300	375.66%	\$94.0282
TRANSPORTATION WAREHSE WRKR II	15822	31301	Transportation Department/ Highway Operations	\$30.7872	375.66%	\$115.6558
TREE TRIMMER	66591	31301	Transportation Department/ Highway Operations	\$29.6338	375.66%	\$111.3229
TRUCK & TRAILER DRIVER	66516	31301	Transportation Department/ Highway Operations	\$31.5830	375.66%	\$118.6453

## Survey City Rates FY 20

<b>ATTACHMENT "B"</b>					
<b>HOURLY RATES FOR PROFESSIONAL SERVICES</b>					
(Non-Federal)					
POSITION	Job Code	HIDE		FY20 City Rate Factor	FY20 RATE
		Actual at at top step	FY20 ICAP Rate		
County Surveyor	76487	79.15	2.87212	2.75927	218.40
Engineering Tech I	97431	34.76	2.87212	2.75927	95.91
Engineering Tech II	97432	38.642	2.87212	2.75927	106.62
Office Assistant III	13866	23.6057	2.87212	2.75927	65.13
Principal Eng Tech	97434	55.3029	2.87212	2.75927	152.60
Principal Eng Tech-PLS/PE	97438	58.3494	2.87212	2.75927	161.00
Secretary II	13924	30.9779	2.87212	2.75927	85.48
Sr Eng Tech	97433	44.7792	2.87212	2.75927	123.56
Sr Eng Tech - PLS/PE	97437	47.2252	2.87212	2.75927	130.31
Sr Land Surveyor	76484	61.5572	2.87212	2.75927	169.85
Sr Surveyor	76483	59.9130	2.87212	2.75927	165.32
Supervising Land Surveyor	76403	65.3226	2.87212	2.75927	180.24

<b>Equipment Rental Rates FY19</b>
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Effective 7/1/2018

Symbol	Description	Rates	Quantity
AA	Sedans - Leased	\$7.04	2
BB	Pickups - Leased	\$10.84	35
B	Pickups-1/2T	\$18.95	1
C	Pickups-3/4T	\$21.00	111
D	Light Trucks	\$32.44	8
E	5 - Yard Dumps	\$33.89	23
F	5 - Yard Dumps w/Attachments	\$65.30	8
G	Motor Graders	\$53.41	24
H	Heavy Trucks	\$119.46	4
J	Medium Crawler	\$289.13	1
K	Heavy Crawler	\$85.36	2
L	Wheel Tractor	\$39.85	6
M	Extra Heavy Crawler	\$160.49	1
O	Medium Loader	\$44.15	4
P	Heavy Loader	\$52.16	26
Q	Tractor W/Mower	\$347.34	7
R	Chip Spreader	\$267.65	1
S	Street Sweeper	\$115.86	5
T	Self Loading Scraper	\$104.40	1
U	Heavy Mixer	\$263.24	1
W	Elevating Scraper	\$348.87	1
X	Extra Heavy Loader	\$48.20	4
Y	Garage Service Trucks	N/C	12
Z	10 - Yard Dumps	\$47.92	29
AB	Screen Plant	\$97.14	2
AC	Truck Mounted Excavator	\$95.62	1
AD	Truck Transport	\$27.71	3
AE	Roller (Self propelled)	\$48.14	5
AF	Spreader	N/C	3
AG	Weed Spray Rig	N/C	1
AI	Welder	N/C	10
AJ	Lawn Mower	N/C	1
AM	Aerial Platform Truck	\$53.10	3
AO	Brush Chipper	\$28.75	2
AP	Generator	\$17.49	5
AR	Asphalt Reclaimer	\$156.67	1
AT	Signal Aerial Lift Truck	\$54.87	10

**Equipment Rental Rates FY19**

Effective 7/1/2018

Symbol	Description	Rates	Quantity
AW	Truck Mounted Striping Unit	\$73.60	1
BA	Bitumenous Applicator	N/C	2
CB	Curb Builder	\$79.00	1
CR	Crane	N/C	2
CS	Concrete Saw	\$39.94	4
DM	001 DM Deflectometer	\$707.61	1
DM	002 DM Profilograph	\$48.19	1
DR	Mobile Drill Rig	N/C	1
EA	Electronic Arrow Board	N/C	7
FL	Forklift Heavy	N/C	4
LT	Light Tower	N/C	1
MB	Messenger Boards	N/C	4
ML	Mobile Lab Trailer	N/C	1
PD	Air Compressor	N/C	1
PM	Asphalt Paving Machine	\$195.08	1
PT	Patch Truck	\$49.33	9
PW	Portable Water Trailer	N/C	1
RT	Radar Trailer	N/C	3
SC	Stump Cutter	\$34.39	1
SP	Snow Plow	N/C	
ST	Stencil Trucks	\$30.47	4
SU	Survey Field Utility	\$11.94	7
TP	Thermal Plastic Applicator	\$82.76	1
VP	Vibrator Plate	N/C	5
VT	Vactor Catch Basin Clnr	\$65.22	2
WD	Wheel Disk	N/C	1
WT	Water Truck	\$52.77	17
ZT	Pup Trailer	\$44.93	23
DD	Roller (Pulled)	\$16.09	8
FF	Rotary Sweepers	\$64.62	11
HH	Patch Spraying Rig	\$42.98	2
II	Small Compressor	N/C	2
MM	Cement Mixer	N/C	2
QQ	Light Trailer	N/C	11
RR	Misc Pump	N/C	8
SS	Auxiliary Gas Motor	N/C	1
TT	Tiltbed Trailer	\$43.16	8
UU	Lowbed Trailer	\$20.36	4
VV	Auxiliary Diesel Motor	N/C	1
XX	Special Trailer	N/C	4

REV (4/25/2019)

**Equipment Rental Rates FY19**

Effective 7/1/2018

Symbol	Description	Rates	Quantity
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TOTAL **532**

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**AGREEMENT FOR TRAFFIC SIGNAL AND  
SAFETY LIGHTING INSPECTION  
BETWEEN THE COUNTY OF RIVERSIDE  
AND THE CITY OF PERRIS  
FY 2018-2019**

This Agreement for Traffic Signal and Safety Lighting Inspection ("Agreement") is entered into as of June 26, 2018, by and between the County of Riverside, California (hereinafter "COUNTY"), and the City of Perris, California (hereinafter "CITY").

**RECITALS**

- A. CITY desires that the COUNTY, by and through COUNTY'S Transportation Department, provide, upon request, certain inspection services for CITY. Services by other COUNTY departments or agencies are not the subject of this Agreement.
- B. COUNTY and CITY desire to define herein the scope of the inspection services to be provided and the terms and conditions pursuant to which COUNTY will provide the inspection services.

NOW THEREFORE, the parties hereto mutually agree as follows:

**SECTION 1 - RECITALS INCORPORATED**

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

**SECTION 2 - ADMINISTRATION**

COUNTY'S Director of Transportation, or his or her designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S Contract Administrator"). CITY'S City Manager, or his or her designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S Contract Administrator").

JUN 26 2018 3:59

1 SECTION 3 - SCOPE OF SERVICES

2 Upon CITY'S request and COUNTY'S approval as set forth herein, COUNTY will provide  
3 inspection services as described in Attachment A-1 to this Agreement. COUNTY inspection  
4 services shall be provided in compliance with all CITY codes, ordinances, resolutions, regulations  
5 and policies (hereinafter "City codes"). COUNTY shall work directly with CITY and its staff in  
6 providing the inspection services. COUNTY staff shall consult with CITY staff if CITY staff  
7 requests such consultation. COUNTY shall not be required to, and shall not, respond to any  
8 person or entity other than CITY concerning the inspection services it provides. CITY shall be  
9 responsible for responding to all such persons or entities as set forth herein.

10  
11 SECTION 4 - REQUESTS FOR SERVICES

12 CITY may request inspection services for a single project or program or a group or class of projects  
13 or programs. CITY shall make all requests for inspection services in writing and CITY'S Contract  
14 Administrator, shall send such requests to COUNTY'S Contract Administrator. Before requesting  
15 inspection services, CITY'S Contract Administrator may ask COUNTY'S Contract Administrator  
16 for a written estimate of the cost of the services and any established procedure COUNTY may  
17 have for providing the services (hereinafter "service delivery procedure").

18  
19 SECTION 5 - APPROVAL OF REQUESTS

20 If COUNTY agrees to provide the inspection services requested, COUNTY'S Contract  
21 Administrator shall notify CITY'S Contract Administrator in writing. The written notification to CITY  
22 shall include the service delivery procedure, if necessary or requested by CITY. Services shall be  
23 provided in accordance with the service delivery procedure unless the parties mutually agree to a  
24 different procedure. Except as provided in Section 6 of this Agreement, COUNTY shall not provide  
25 inspection services if the request for such services is not made and approved in the manner  
26 described above.

27  
28 SECTION 6 - DANGEROUS CONDITION EXCEPTION

1 Notwithstanding the provisions of Sections 4 and 5 of this Agreement, COUNTY is hereby  
2 authorized to immediately remedy any dangerous condition it encounters in the course of providing  
3 inspection services, and CITY hereby agrees to pay the reasonable costs incurred by COUNTY  
4 for such remediation. For purposes of this Agreement, a dangerous condition shall be any  
5 condition that may result in imminent personal injury or property damage. If COUNTY encounters  
6 a dangerous condition, COUNTY shall notify CITY'S Contract Administrator as soon as practical.  
7

#### 8 SECTION 7 - PERTINENT INFORMATION

9 Once a request for inspection services has been made and approved in the manner described in  
10 Sections 4 and 5 above, CITY'S Contract Administrator shall transmit to COUNTY'S Contract  
11 Administrator all pertinent information concerning the project or program or group or class of  
12 projects or programs.  
13

#### 14 SECTION 8 - PERSONNEL

15 In providing the inspection services described in this Agreement, COUNTY and its staff shall be  
16 considered independent contractors and shall not be considered CITY employees for any purpose,  
17 including but not limited to retirement, health care or any other benefits which may otherwise  
18 accrue to CITY employees. COUNTY expressly waives any claim COUNTY may have to any  
19 such rights. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control  
20 and shall be located at COUNTY facilities. Neither CITY, its officials, officers, employees or  
21 agents, shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers,  
22 employees, or agents except as set forth in this Agreement. COUNTY shall have no authority to  
23 bind CITY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or  
24 against CITY, whether by contract or otherwise, unless such authority is expressly conferred by  
25 this Agreement. COUNTY shall not at any time or in any manner represent that COUNTY or any  
26 of COUNTY'S officials, officers, employees or agents are in any manner officials, officers,  
27 employees or agents of CITY. COUNTY shall pay all wages, salaries and other amounts due its  
28 personnel in connection with their provision of the professional services hereunder and as required

1 by law.

2  
3 **SECTION 9 - VEHICLES**

4 COUNTY shall provide all vehicles and equipment necessary to provide services requested by  
5 CITY.

6  
7 **SECTION 10 - COST OF SERVICES**

8 Unless the parties have mutually agreed in writing to a set fee for professional services when  
9 requested by CITY and agreed to by COUNTY, CITY shall pay COUNTY for all such services,  
10 including staff-to-staff consultations, at the hourly rates set forth in Attachment B to this  
11 Agreement. CITY shall pay COUNTY for each hour of services it provides, or each fraction of an  
12 hour billed at 1/10<sup>th</sup> increments, including any required travel time. Work done by the COUNTY  
13 after regular working hours, such as responding to emergency calls, shall be paid at 1.5 times the  
14 hourly labor rate component as shown in Attachment B. CITY shall not pay COUNTY for any  
15 inspection services not described in Attachment A-1 to this Agreement, unless those services  
16 have been mutually agreed to in writing as provided in Section 3 of this Agreement.

17  
18 **SECTION 11 - BILLING**

19 COUNTY'S Contract Administrator shall submit to CITY'S Contract Administrator a monthly  
20 invoice which shall include an itemized accounting of all services performed and the cost thereof.

21  
22 **SECTION 12 - PAYMENTS**

23 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S Contract  
24 Administrator receives the invoice. CITY may dispute any monthly invoice by submitting a written  
25 description of the dispute to COUNTY'S Contract Administrator within ten (10) days of the date  
26 CITY'S Contract Administrator receives the invoice. CITY may defer the payment of the portion  
27 of the invoice in dispute until such time as the dispute is resolved; however, all portions of the  
28 invoice not in dispute shall be paid within the thirty (30)-day period set forth herein.

1  
2 **SECTION 13 – RECORD MAINTENANCE**

3 COUNTY shall maintain all documents and records relating to the inspection services provided  
4 pursuant to this Agreement, including, but not limited to, any and all ledgers, books of account,  
5 invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such  
6 documents and records shall be maintained in accordance with generally accepted accounting  
7 principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation  
8 of the inspection services provided by COUNTY pursuant to this Agreement. Such documents and  
9 records shall be maintained for three years from the date of execution of this Agreement and to  
10 the extent required by laws relating to public agency audits and expenditures.  
11

12 **SECTION 14 – RECORD INSPECTION**

13 All documents and records required to be maintained pursuant to Section 13 of this Agreement  
14 shall be made available for inspection, audit and copying, at any time during regular business  
15 hours, upon the request of CITY'S Contract Administrator. Copies of such documents or records  
16 shall be provided directly to CITY'S Contract Administrator for inspection, audit and copying when  
17 it is practical to do so; otherwise, such documents and records shall be made available at  
18 COUNTY'S address specified in Section 18 of this Agreement.  
19

20 **SECTION 15 - DUTY TO INFORM AND RESPOND**

21 CITY'S Contract Administrator shall promptly address with COUNTY'S Contract Administrator, as  
22 CITY deems appropriate, all complaints and correspondence that CITY receives concerning  
23 COUNTY'S inspection services. CITY'S Contract Administrator shall also provide all information  
24 concerning dangerous conditions that CITY'S Contract Administrator knows exist. COUNTY'S  
25 Contract Administrator shall promptly transmit to CITY'S Contract Administrator all inquiries,  
26 complaints, and correspondence that COUNTY receives in the course of providing professional  
27 services. CITY shall be responsible for responding to all such inquiries, complaints and  
28 correspondence, and the COUNTY shall cooperate with the CITY in such responses.

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**SECTION 16 – STANDARD OF PERFORMANCE**

COUNTY represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the inspection services described in this Agreement and that it will perform such services competently. In meeting its obligations under this Agreement, COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing the same services to those required of COUNTY under this Agreement.

**SECTION 17 – PERMITS AND LICENSES**

COUNTY shall obtain any and all permits, licenses and authorizations necessary to perform the inspection services described in this Agreement. Neither CITY, not its officials, officers, employees or agents shall be liable, at law or in equity, as a result of COUNTY'S failure to comply with this section.

**SECTION 18 - NOTICES**

Any notices required or permitted to be sent to either party shall be deemed given when personally delivered to the individuals identified below or when addressed as follows and deposited in the U.S. Mail, postage prepaid:

County of Riverside	City of Perris
Transportation Department	101 D Street
P.O. Box 1090	Perris, CA 92570
Riverside, CA 92502-1090	Attention:
Attention:	City Manager
Transportation Director	

**SECTION 19 - OWNERSHIP OF DATA**

1 Ownership and title to all reports, documents, plans, specifications, and estimates produced or  
2 compiled pursuant to this Agreement shall automatically be vested in CITY and become the  
3 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials  
4 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to  
5 any person or entity other than CITY without the authorization of CITY'S Contract Administrator.  
6

7 **SECTION 20 - CONFIDENTIALITY**

8 COUNTY shall observe all Federal and State regulations concerning the confidentiality of records.  
9 All information gained or work product produced by COUNTY pursuant to this Agreement shall be  
10 considered confidential, unless such information is in the public domain. COUNTY'S Contract  
11 Administrator shall promptly notify CITY'S Contract Administrator when COUNTY receives a  
12 request for release or disclosure of information or work product. COUNTY shall not release or  
13 disclose information or work product to persons or entities other than CITY without prior written  
14 authorization from CITY'S Contract Administrator, except when such release or disclosure is  
15 required by the California Public Records Act or any other law.  
16

17 **SECTION 21 - INDEMNIFICATION**

18 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special  
19 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials, officers,  
20 employees and agents from all claims and liability for loss, damage, or injury to property or  
21 persons, including wrongful death, based on COUNTY'S negligent acts, omissions or willful  
22 misconduct arising out of or in connection with the performance of inspection services under this  
23 Agreement including, without limitation, the payment of attorney's fees.

24 Indemnification by CITY. CITY shall indemnify, defend and hold harmless COUNTY, its officials,  
25 officers, employees and agents from all claims and liability for loss, damage, or injury to property  
26 or persons, including wrongful death, based on CITY'S negligent acts, omissions or willful  
27 misconduct arising out of or in connection with the performance of inspection services under this  
28 Agreement including, without limitation, the payment of attorney's fees.

1 Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend and  
2 hold harmless CITY, its officials, officers, employees and agents, and CITY shall indemnify,  
3 defend, and hold harmless COUNTY its officials, officers, employees and agents, from all claims  
4 and liability resulting from any of the following:

- 5
- 6 1. The invalidity of CITY'S codes, ordinances, or regulations
- 7 2. How CITY decides to maintain, or prioritize the maintenance of, CITY facilities,  
8 including, but not limited to, streets and sidewalks.
- 9 3. The design of CITY facilities, including, but not limited to, streets and sidewalks.
- 10 4. CITY'S failure to provide pertinent information and inform as provided in Sections 7 and  
11 15 of this Agreement.
- 12

13 Notification and Cooperation. The parties mutually agree to notify each other through their  
14 respective contract administrators if they are served with any claims, summons, complaint,  
15 discovery request or court order (hereinafter "litigation documents") concerning this Agreement  
16 and the professional services provided hereunder. The parties also mutually agree to cooperate  
17 with each other in any third party legal action concerning this Agreement and the professional  
18 services provided hereunder. Such cooperation shall include each party giving the other an  
19 opportunity to review any proposed responses to litigation documents. This right of review does  
20 not, however, give either party the right to control, direct or rewrite the proposed responses of the  
21 other party.

## 22

## 23 SECTION 22 - INSURANCE

24 The parties agree to maintain the types of insurance and liability limits that are expected for entities  
25 of their size and diversity. The types of insurance maintained and the limits of liability for each  
26 insurance type shall not limit the indemnification provided by each party to the other.

1       **SECTION 23 – ASSIGNMENT**

2       The expertise and experience of COUNTY are material considerations for this Agreement. CITY  
3       has an interest in the qualifications and capabilities of the persons and entities that COUNTY will  
4       use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall not  
5       assign or transfer this Agreement, in whole or in part, or the performance of any of COUNTY'S  
6       obligations under this Agreement without prior written consent of the CITY'S Contract  
7       Administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a  
8       material breach of this Agreement entitling CITY to any and all remedies at law or in equity,  
9       including summary termination of this Agreement. CITY acknowledges, however, that COUNTY,  
10      in the performance of its duties under this Agreement, may utilize subcontractors, and such use  
11      shall not be considered a violation of this provision.

12  
13      **SECTION 24 - IMMUNITIES**

14      Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or  
15      immunities applicable or available to the parties under State laws and regulations.

16  
17      **SECTION 25 - MODIFICATIONS**

18      This Agreement may be amended or modified only by mutual agreement of the parties. No  
19      alteration or variation of the terms of this Agreement shall be valid unless made in writing and  
20      signed by the parties hereto, and no oral understanding or agreement not incorporated herein  
21      shall be binding on any of the parties hereto.

22  
23      **SECTION 26 - WAIVER**

24      Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be  
25      construed to be a waiver of any subsequent or other breach of the same or of any other term  
26      hereof. Failure on the part of either party to require exact, full and complete compliance with any  
27      terms of this Agreement shall not be construed as changing in any manner the terms hereof, or  
28      estopping that party from enforcing the terms hereof.

1       **SECTION 27 - SEVERABILITY**

2       **If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or**  
3       **unenforceable, the remaining provisions will nevertheless continue in full force without being**  
4       **impaired or invalidated in any way.**

5  
6       **SECTION 28 - TERM**

7       **This Agreement shall become effective upon its approval by the Riverside County Board of**  
8       **Supervisors and shall remain in effect until June 30, 2019. This Agreement may be terminated by**  
9       **either party upon sixty (60) days written notice to the other party. This Agreement may be extended**  
10       **every twelve (12) months, starting on June 30, 2019 if the parties, through their respective**  
11       **governing bodies, mutually agree to the extension in writing and mutually agree on the hourly rate**  
12       **to be charged for services.**

13  
14       **SECTION 29 – ATTORNEYS' FEES**

15       **Should either party institute any arbitration, action, proceeding, suite or similar proceeding to**  
16       **enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged**  
17       **breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the**  
18       **prevailing party in any such action or proceeding shall be entitled to receive from the other party**  
19       **all costs and reasonable attorneys' fees incurred by the prevailing party in connection with such**  
20       **action or proceeding.**

21  
22       **SECTION 30 - ENTIRE AGREEMENT**

23       **This Agreement is intended by the parties as a final expression of their understanding with respect**  
24       **to the subject matter hereof and supersedes any and all prior and contemporaneous agreements**  
25       **and understandings, written or oral.**

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1 APPROVALS

2  
3 COUNTY Approvals

CITY Approvals

4  
5 APPROVED AS TO FORM:

APPROVED AS TO FORM:

6  
7  Dated: 6/19/18  
8 for Gregory P. Priamos, County Counsel

7  Dated: 6/12/18  
8 Eric L. Dunn, City Attorney  
9 City of Perris

10  
11 APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

12  
13  Dated: JUN 26 2018  
14 Chuck Washington, Chairman

13  Dated: 6/17/18  
14 Richard Belmudez, City Manager  
15 City of Perris

16 Riverside County Board of Supervisors

17  
18 ATTEST:

ATTEST:

19 CLERK OF THE BOARD:

CITY CLERK:

20  
21 By:   
22 Kecia Harper-Irem

21 By:   
22 Nancy Salazar

23 (SEAL)

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ATTACHMENT A-1

**Transportation Department Services**

Upon request and approval as set forth in this Agreement, the Transportation Department will provide inspection services for new development, including, but not limited to, the following:

**Inspect:**

New traffic signals

Modified traffic signals

New lights or flashers

**ATTACHMENT B**

**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department/ Highway Operations Rates	Assistant District Road Maintenance Supervisor	\$ 119.23
Transportation Department/ Highway Operations Rates	Bridge Crew Worker	\$ 91.91
Transportation Department/ Highway Operations Rates	Crew Lead Worker	\$ 98.99
Transportation Department/ Highway Operations Rates	District Road Maintenance Supervisor	\$ 125.79
Transportation Department/ Highway Operations Rates	Equipment Operator I	\$ 91.45
Transportation Department/ Highway Operations Rates	Equipment Operator II	\$ 98.94
Transportation Department/ Highway Operations Rates	Laborer	\$ 68.02
Transportation Department/ Highway Operations Rates	Lead Bridge Crew Worker	\$ 102.22
Transportation Department/ Highway Operations Rates	Lead Traffic Control Painter	\$ 105.51
Transportation Department/ Highway Operations Rates	Lead Tree Trimmer	\$ 100.07
Transportation Department Highway Operations Rates	Maintenance & Construct Worker	\$ 80.48
Transportation Department Highway Ops. / Engineering Rates	Office Assistant II	\$ 64.84
Transportation Department Highway Ops. / Engineering Rates	Principal Eng Tech	\$ 168.75

**ATTACHMENT B****HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Highway Ops. / Engineering Rates	Secretary II	\$ 94.53
Transportation Department Highway Operations Rates	Sign Maker	\$ 100.58
Transportation Department Highway Operations Rates	Sr Equipment Operator	\$ 106.87
Transportation Department Highway Operations Rates	Sr Traffic Signal Technician	\$ 145.13
Transportation Department Highway Ops. / Engineering Rates	Technical Eng Unit Supervisor	\$ 181.74
Transportation Department Highway Operations Rates	Traffic Control Painter	\$ 97.96
Transportation Department Highway Operations Rates	Traffic Signal Supervisor	\$ 156.08
Transportation Department Highway Operations Rates	Traffic Signal Tech	\$ 134.69
Transportation Department Highway Operations Rates	Tree Trimmer	\$ 90.43
Transportation Department Highway Operations Rates	Truck & Trailer Driver	\$ 96.37
Transportation Department Engineering Rates	Admin Services Analyst I	\$ 98.05
Transportation Department Engineering Rates	Admin Services Analyst II	\$ 111.33
Transportation Department Engineering Rates	Associate Civil Engineer	\$ 169.84

**ATTACHMENT B**

**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Engineering Rates	Asst Civil Engineer	\$ 152.76
Transportation Department Engineering Rates	Engineering Aide	\$ 81.40
Transportation Department Engineering Rates	Engineering Project Mgr	\$ 210.39
Transportation Department Engineering Rates	Engineering Technician I	\$ 106.07
Transportation Department Engineering Rates	Engineering Technician II	\$ 117.91
Transportation Department Engineering Rates	GIS Senior Analyst	\$ 125.79
Transportation Department Engineering Rates	Junior Engineer	\$ 129.51
Transportation Department Engineering Rates	Office Assistant III	\$ 72.03
Transportation Department Engineering Rates	Principal Const Inspector	\$ 166.64
Transportation Department Highway Ops. / Engineering Rates	Secretary I	\$ 85.04
Transportation Department/Engineering Rates	Senior Transportation Planner	\$ 184.95
Transportation Department Engineering Rates	Senior Civil Engineer	\$ 194.07
Transportation Department Engineering Rates	Senior Engineering Tech	\$ 136.64

**ATTACHMENT B**

**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Survey Rates	Engineering Tech I	\$ 86.29
Transportation Department Survey Rates	Engineering Tech II	\$ 95.93
Transportation Department Survey Rates	Office Assistant III	\$ 58.60
Transportation Department Survey Rates	Principal Eng Tech	\$ 137.29
Transportation Department Survey Rates	Principal Eng Tech - PLS/PE	\$ 144.85
Transportation Department Survey Rates	Secretary II	\$ 76.90
Transportation Department Survey Rates	Sr Eng Tech	\$ 111.16
Transportation Department Survey Rates	Sr Eng Tech - PLS/PE	\$ 117.24
Transportation Department Survey Rates	Sr Land Surveyor	\$ 152.82
Transportation Department Survey Rates	Sr Surveyor	\$ 148.73
Transportation Department Survey Rates	Supervising Land Surveyor	\$ 162.16
Transportation Department Equipment Rental Rates	Sedans - Leased	\$ 12.58
Transportation Department Equipment Rental Rates	SUVs - Leased	\$ 6.19

**ATTACHMENT B**

**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Survey Mini PU	\$ 7.00
Transportation Department Equipment Rental Rates	Pickups-3/4T	\$ 13.20
Transportation Department Equipment Rental Rates	Light Trucks	\$ 30.80
Transportation Department Equipment Rental Rates	Medium Dumps	\$ 36.23
Transportation Department Equipment Rental Rates	Med Dmps w/Attach	\$ 140.52
Transportation Department Equipment Rental Rates	Graders	\$ 42.39
Transportation Department Equipment Rental Rates	Heavy Truck	\$ 103.29
Transportation Department Equipment Rental Rates	Medium Crawler	\$ 152.52
Transportation Department Equipment Rental Rates	Heavy Crawler	\$ 85.07
Transportation Department Equipment Rental Rates	Wheel Tractor	\$ 16.52
Transportation Department Equipment Rental Rates	Extra Heavy Crawler	\$ 112.95
Transportation Department Equipment Rental Rates	Medium Loader	\$ 42.26
Transportation Department Equipment Rental Rates	Heavy Loader	\$ 43.67

**ATTACHMENT B**

**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Tractor W/Mower	\$ 147.26
Transportation Department Equipment Rental Rates	Chip Spreader	\$ 111.37
Transportation Department Equipment Rental Rates	Street Sweeper	\$ 58.54
Transportation Department Equipment Rental Rates	Self-Loading Scraper	\$ 200.34
Transportation Department Equipment Rental Rates	Heavy Mixer	\$ 163.33
Transportation Department Equipment Rental Rates	Elevating Scraper	\$ 130.97
Transportation Department Equipment Rental Rates	Extra Heavy Loader	\$ 20.80
Transportation Department Equipment Rental Rates	Heavy Dumps	\$ 52.34
Transportation Department Equipment Rental Rates	Screen Plant	\$ 122.72
Transportation Department Equipment Rental Rates	Gradall Excavator	\$ 111.43
Transportation Department Equipment Rental Rates	Truck Transport	\$ 63.60
Transportation Department Equipment Rental Rates	Roller (Self propelled)	\$ 48.89
Transportation Department Equipment Rental Rates	Aerial Platform Truck	\$ 37.67

**ATTACHMENT B**

**HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Brush Chipper	\$ 18.21
Transportation Department Equipment Rental Rates	Generator	\$ 36.20
Transportation Department Equipment Rental Rates	Asphalt Reclaimer	\$ 125.81
Transportation Department Equipment Rental Rates	Signal Aerial Lift Truck	\$ 51.43
Transportation Department Equipment Rental Rates	Striping Unit	\$ 97.59
Transportation Department Equipment Rental Rates	Curb Builder	\$ 51.12
Transportation Department Equipment Rental Rates	Concrete Saw	\$ 44.02
Transportation Department Equipment Rental Rates	Deflect-o-meter	\$ 675.50
Transportation Department Equipment Rental Rates	Paving Machine	\$ 198.25
Transportation Department Equipment Rental Rates	Patch Truck	\$ 34.65
Transportation Department Equipment Rental Rates	Stump Cutter	\$ 12.73
Transportation Department Equipment Rental Rates	Stencil Trucks	\$ 29.39
Transportation Department Equipment Rental Rates	Survey Truck	\$ 11.61

**ATTACHMENT B****HOURLY RATES FOR PROFESSIONAL SERVICES**

		Non Federal
Transportation Department Equipment Rental Rates	Thermal Applicator	\$ 30.46
Transportation Department Equipment Rental Rates	Vac Truck	\$ 112.08
Transportation Department Equipment Rental Rates	Water Truck	\$ 52.50
Transportation Department Equipment Rental Rates	Pup Trailer	\$ 21.00
Transportation Department Equipment Rental Rates	Roller (Pulled)	\$ 10.70
Transportation Department Equipment Rental Rates	Rotary Sweepers	\$ 84.36
Transportation Department Equipment Rental Rates	Patch Spraying Rig	\$ 44.91
Transportation Department Equipment Rental Rates	Tiltbed Trailer	\$ 28.25
Transportation Department Equipment Rental Rates	Lowbed Trailer	\$ 16.47



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Award Flood Control Agreement for Maintenance of Storm Drain Line and Catch Basins FCD 1-2019-2020-01.

**REQUESTED ACTION:** Approve awarding Flood Control Maintenance Agreement to Ocean Blue Environmental Services, Inc. for a two-year period beginning July 1, 2019.

**CONTACT:** Daryl Hartwill, Director of Public Works

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**BACKGROUND/DISCUSSION:** The Public Works Project for Maintenance of Storm Drain Lines and Catch Basins, Spec. No. FCD 1-2019-2020-01 was posted for public bidding via Active Bidder. The Specifications include approximately 45 flood control areas citywide to be maintained. The areas are comprised of new developments accepted into the Special Districts for maintenance as well as newly identified general fund areas. A total of three (3) bids were received from approved Class "A" contractors:

Company	Bid Amount
Downstream Services, Inc.	\$ 374,936.17
Ocean Blue Environmental Services, Inc.	\$ 225,086.20
United Storm Water, Inc.	\$ 268,930.47

Staff is recommending Council approve awarding the project, Spec. No. FCD 1-2019-2020-01 to the lowest bidder, Ocean Blue Environmental for an amount not to exceed \$225,086.20 per year. The agreement would take into effect July 1, 2019.

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**BUDGET (or FISCAL) IMPACT:** Staff is requesting \$225,086.20 per year be allocated from the Special Districts Flood Control. Not to exceed \$450,172.40 in a two-year period.

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Prepared by:

**REVIEWED BY:**

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

Attachments: Active Bidder Results; Draft Agreement

- Consent: X
- Public Hearing:
- Business Item:
- Presentation:
- Other:

**Maintenance of Storm Drain Line and Catch Basins**

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

**Maintenance of Storm Drain Line and Catch Basins**

<b>Estimated Value:</b>	\$150,000	<b>Bid Post Date:</b>	05/07/2019 16:02 PDT
<b>Department:</b>		<b>Bid Due Date:</b>	05/21/2019 before 16:00 PDT
<b>Bid Bond:</b>	10%	<b>Performance Bond:</b>	100%
<b>Payment Bond:</b>	100%		

**License Requirements:**

**Class A license GENERAL Engineering /Environmental CONTRACTORS**  
 A general engineering contractor is a contractor whose principal contracting business is in connection with fixed works requiring specialized engineering knowledge and skill, including the following divisions or subjects: Irrigation, drainage, water power, water supply, flood control, inland water ways, harbors, docks and wharves, shipyards and ports, dams and hydroelectric projects, levees, river control and reclamation works, railroads, highways, streets and roads, tunnels, airports and airways, sewers and sewage disposal plants and systems, waste reduction plants, bridges, overpasses, underpasses and other similar works, pipelines and other systems for the transmission of petroleum and other liquids or gaseous substances, parks, playgrounds and other recreational works, refineries, chemical plants and similar industrial plants requiring specialized engineering knowledge and skill, powerhouses, power plants and other utilities plants and installations, mines and metallurgical plants, land leveling and earthmoving projects, excavating, grading, trenching, paving and surfacing work, and cement and concrete works in connection with the above mentioned fixed work.

**Project Information:**

1) Maintenance of Strom Drain Line and Catch Basins -#FCD 1-2019-2020-01		<b>Type:</b> PRIMARY	
<b>Location:</b>	1015 South "G" Street Perris, CA 92570	<b>Project Start Date:</b>	05/07/2019
		<b>Project End Date:</b>	05/21/2019

**Scope of Services:**

Certified "A" licensed Contractor Shall Furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal, materials, laboratory test results, photo/video documentation of cleaned storm drain facilities as well as the disposal manifests necessary and reasonable incidentals to maintain Catch Basins and Storm Drain Lines, and other Flood Control Facilities within the General Fund Areas, and Flood Control District #1, in Perris, CA, in strict accordance with Specification No. #FCD-1-2019-2020-01.

**Notes:**

Bidding Contractors shall also be required to fill out project bid schedule forms BF-2A-BF-2EE , line items 1-361 to indicate unit pricing and yearly price based on frequencies specified.

Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

Registered Bidders / 3 total

#	Name	Company	Address	City	State	Phone
1	roberts, wilma	Downstream Services, Inc.	2855 Progress Place	Escondido	CA	760-746-2544
2	LEE, JUSTIN	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	925 West Esther St.	Long Beach	CA	5626244120
3	Mercado, Maria	United Storm Water Inc	14000 E. Valley Blvd. www.unitedstormwater.com	CITY OF INDUSTRY	California	6269619326

Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

Results / 3 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	LEE, JUSTIN	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	925 West Esther St. Long Beach, CA 90813	5626244120	\$225,086.2	05/21/2019 14:08:55	Low Bidder
2	Mercado, Maria	United Storm Water Inc	14000 E. Valley Blvd. www.unitedstormwater.com CITY OF INDUSTRY, California 91746	6269619326	\$268,930.47	05/21/2019 13:14:49	
3	roberts, wilma	Downstream Services, Inc.	2855 Progress Place Escondido, CA 92029	760-746-2544	\$374,936.17	05/21/2019 15:59:52	

## Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

## 1. Low bidder details for: LEE, JUSTIN / OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

## 1) Maintenance of Strom Drain Line and Catch Basins -#FCD 1-2019-2020-01

Item	UM	Qty	Unit Pricing	Item Total
<b>FC05</b>				
1 Base Bid Items 1-19	LS	1	\$10,099.4	\$10,099.4
			Subtotal	\$10,099.4
<b>FC17</b>				
1 Base Bid Schedule Items 20-27	LS	1	\$6,596.4	\$6,596.4
			Subtotal	\$6,596.4
<b>FC18a,18b</b>				
1 Base Bid Schedule Items 28-43	LS	1	\$8,636.4	\$8,636.4
			Subtotal	\$8,636.4
<b>FC19</b>				
1 Base Bid Schedule items 44-52	LS	1	\$2,189.3	\$2,189.3
			Subtotal	\$2,189.3
<b>FC21</b>				
1 Base Bid Schedule 53-04	LS	1	\$1,874	\$1,874
			Subtotal	\$1,874
<b>FC25</b>				
1 Base Bid Schedule items 65-101	LS	1	\$44,415.5	\$44,415.5
			Subtotal	\$44,415.5
<b>FC26</b>				
1 Base Bid Schedule items 102-114	LS	1	\$7,258.2	\$7,258.2
			Subtotal	\$7,258.2
<b>FC28</b>				
1 Base Bid Schedule items 115-127	LS	1	\$5,548.2	\$5,548.2
			Subtotal	\$5,548.2
<b>FC35b</b>				
1 Base Bid Schedule items 128-132	LS	1	\$6,208.3	\$6,208.3
			Subtotal	\$6,208.3
<b>FC52</b>				
1 Base Bid Schedule items 133-143	LS	1	\$5,866.2	\$5,866.2

Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

1. Low bidder details for: LEE, JUSTIN / OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

1) Maintenance of Strom Drain Line and Catch Basins -#FCD 1-2019-2020-01

Item	UM	Qty	Unit Pricing	Item Total	
			Subtotal	\$5,866.2	
<b>FC56</b>					
1	Base Bid Schedule items 144-156	LS	1	\$12,034	\$12,034
			Subtotal	\$12,034	
<b>FC57</b>					
1	Base Bid Schedule items 157-167	LS	1	\$6,518.8	\$6,518.8
			Subtotal	\$6,518.8	
<b>FC60</b>					
1	Base bid Schedule items 168-176	LS	1	\$1,299.1	\$1,299.1
			Subtotal	\$1,299.1	
<b>FC61</b>					
1	Base Bid Schedule items 177-180	LS	1	\$2,010	\$2,010
			Subtotal	\$2,010	
<b>FC64</b>					
1	Bid Schedule items 181-193	LS	1	\$24,263.4	\$24,263.4
			Subtotal	\$24,263.4	
<b>FC67/68</b>					
1	Bid schedule items 194-200	LS	1	\$1,503.6	\$1,503.6
			Subtotal	\$1,503.6	
<b>FC69</b>					
1	Bid schedule items 201-209	LS	1	\$679.3	\$679.3
			Subtotal	\$679.3	
<b>FC70</b>					
1	Bid Schedule items 210-216	LS	1	\$1,396	\$1,396
			Subtotal	\$1,396	
<b>FC72-87</b>					
1	Bid Schedule items 217-243	LS	1	\$12,869.1	\$12,869.1
			Subtotal	\$12,869.1	
<b>FC75</b>					

## Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

## 1. Low bidder details for: LEE, JUSTIN / OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

## 1) Maintenance of Strom Drain Line and Catch Basins -#FCD 1-2019-2020-01

Item	UM	Qty	Unit Pricing	Item Total
1 Bid Schedule items 244-250	LS	1	\$3,601.6	\$3,601.6
			Subtotal	\$3,601.6
<b>FC76</b>				
1 Bid schedule items 251-256	LS	1	\$15,923.3	\$15,923.3
			Subtotal	\$15,923.3
<b>FC78</b>				
1 Base bid Schedule Items 257-271	LS	1	\$7,321.4	\$7,321.4
			Subtotal	\$7,321.4
<b>FC81</b>				
1 Base Bid Schedule items 272-280	LS	1	\$1,544	\$1,544
			Subtotal	\$1,544
<b>FC82</b>				
1 Base bid Schedule items 281-287	LS	1	\$1,062.7	\$1,062.7
			Subtotal	\$1,062.7
<b>FC83</b>				
1 Base bid Schedule items 288-292	LS	1	\$439.3	\$439.3
			Subtotal	\$439.3
<b>FC85</b>				
1 Base bid Schedule items 293-299	LS	1	\$2,505	\$2,505
			Subtotal	\$2,505
<b>FC91</b>				
1 Base bid Schedule items 300-312	LS	1	\$3,603.1	\$3,603.1
			Subtotal	\$3,603.1
<b>Perris Blvd. Pipe</b>				
1 Base Bid Schedule items 313-327	LS	1	\$6,938.4	\$6,938.4
			Subtotal	\$6,938.4
<b>Pk 16 Morgan Park</b>				
1 Base bid Schedule items 328-344	LS	1	\$14,354.2	\$14,354.2
			Subtotal	\$14,354.2

Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

1. Low bidder details for: LEE, JUSTIN / OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

1) Maintenance of Strom Drain Line and Catch Basins -#FCD 1-2019-2020-01

Item	UM	Qty	Unit Pricing	Item Total	
<b>A street Channel</b>					
1	Base bid Schedule 345-348	LS	1	\$423.4	\$423.4
				<b>Subtotal</b>	<b>\$423.4</b>
<b>Arapho Channel</b>					
1	Base bid scheule items 349-350	LS	1	\$560	\$560
				<b>Subtotal</b>	<b>\$560</b>
<b>Ramona Expressway Pipe FC39,71,72 GF</b>					
1	Base bid SCHEDULE items 351-359	LS	1	\$4,966.6	\$4,966.6
				<b>Subtotal</b>	<b>\$4,966.6</b>
<b>Goetz Channel</b>					
1	Base bid Schedule items 360-361	LS	1	\$578	\$578
				<b>Subtotal</b>	<b>\$578</b>
				<b>Project Total</b>	<b>\$225,086.2</b>

Maintenance of Storm Drain Line and Catch Basins

Post Date: 05/07/2019 16:02 PDT

Due Date: 05/21/2019 before 16:00 PDT

Estimated Value: \$150,000

File attachment details for: LEE, JUSTIN / OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

File name	Description	Type	Size	Notes
190000 - COP - Proposal	Additional	pdf	4.9 MB	

**CITY OF PERRIS  
PUBLIC WORKS CONTRACT FOR  
MAINTENANCE OF STORM DRAIN LINE AND CATCH BASINS  
(Specification No. #FCD 1-2019-2020-01)**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 11th day of June, 2019, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and OCEAN BLUE ENVIRONMENTAL SERVICES INC. a California corporation (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICE OF CONTRACTOR**

**1.1 Contract.**

The complete contract includes all contract documents, to wit: Maintenance of Storm Drain Line and Catch Basins and Information for Bidders Specification No. FCD 1-2019-2020-01 (herein "Specification No. #FCD 1-2019-2020-01"), which are incorporated by this reference as though set forth in full herein.

**1.2 Scope of Services.**

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal, materials, laboratory test results, video/photo documentation of pipe system and disposal manifests necessary and reasonably incidental to maintain Catch Basins and Storm Drain Line, and other Flood Control Facilities within the General Fund Areas, and Flood Control District #1, in Perris, CA, in strict accordance with Specification No. #FCD-1-2019-2020-01 (collectively, the "Scope of Services"). Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

**1.3 Incorporation of and Compliance With State, Federal and Local Law.**

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.

#### 1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

#### 1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of Specification No. #FCD 1-2019-2020-01. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of Specification No. #FCD 1-2019-2020-01. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

## 2.0 **COMPENSATION**

#### 2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated the sum of two hundred twenty-five thousand eighty-six dollars and twenty cents (\$ 225,086.20 ) per year, in accordance with section GP and Section SP, "General Provisions" and "Special Provisions", respectively, of specification No. #FCD 1-2019-2020-01 and section BF, "Bid Form," "Bid Schedule of Values" of Spec. No. #FCD1-2019-2020-01; but not exceeding the maximum contract sum of four hundred fifty thousand one hundred seventy-two dollars and forty cents (\$ 450,172.40) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.5.

## 2.2 Method of Payment.

City agrees to pay and Contractor agrees to accept in full consideration for the performance of the work of this Agreement the Contract Sum, subject to additions and deductions as provided in Section 1.5, in accordance with the following provisions:

### (a) Unconditional Waiver and Release.

A performance, payment and materials bond will not be required. However, the Contractor shall sign and submit an Unconditional Waiver and Release (Claim Release Form), to the City, upon progress and final payments.

### (b) Progress and Final Payments.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," respectively, of Specification No.# FCD 1-2019-2020-01 and Section BF, "Bid Form," "Bid Schedule of Values" of Specification No.# FCD-1-2019-2020-01. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the Contract Officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the Contract Officer. A retention of ten percent (10%), unless otherwise directed by the Contract Officer shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the Contract Officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten (10%) percent retention). The final retention payment shall be issued following 30 days from the filing of the Notice of Completion, unless otherwise directed by the Contract Officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

## 2.3 Retention of Funds.

Contractor hereby authorized City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omission in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

## 3.0 **COORDINATION OF WORK**

### 3.1 Representative of Contractor.

Maria C. Lee designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

### 3.2 Contract Officer.

Luis Natera, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

### 3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

### 3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

## 4.0 **INSURANCE, INDEMNIFICATION AND BONDS**

### 4.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance.

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers,

employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

#### 4.2 Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees,

subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees

#### 4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

## 5.0 TERM

### 5.1 Time For Completion and Liquidated Damages.

The work for the Project FCD# 1-2019-2020-01 shall commence on the July 1, 2019 and shall be completed within the time periods provided in Specification No.# FCD 1-2019-2020-01. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to five hundred and 00/100 dollars (\$500.00) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

### 5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

### 5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

#### 5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

### **6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS**

#### 6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

## **7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **7.1 Covenants Against Discrimination**

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### **Statement of Equal Opportunity Clause**

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

## **8.0 MISCELLANEOUS PROVISIONS**

### **8.1 Notice**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris

Public Works Department, Engineering Administration Division  
1015 South "G" Street  
Perris, CA 92570  
ATTN: Daryl Hartwill, Director of Public Works

Contractor

**Ocean Blue Environmental Services, Inc.**  
925 West Esther Street  
Long Beach, CA 90813  
ATTN: Maria C. Lee, CEO/Board Chair

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

#### 8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

#### 8.6 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 8.7 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

#### 8.8 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations,

arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.9 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.10 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:  
CITY OF PERRIS,  
a municipal corporation

ATTEST:

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

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

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:  
INSERT COMPANY HERE, a  
OCEAN BLUE  
ENVIRONMENTAL SERVICES,  
a California corporation

By:

\_\_\_\_\_  
Signature

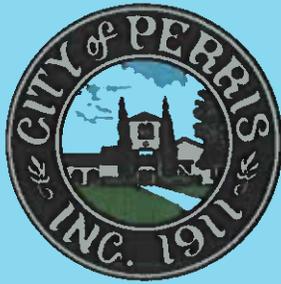
\_\_\_\_\_  
Print Name and Title

By:

\_\_\_\_\_  
Signature

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

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



8.N.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Approval of an Amendment to the Contract Services Agreement with Liebert Cassidy Whitmore

**REQUESTED ACTION:** To approve an amendment to the contract services agreement with Liebert Cassidy Whitmore and authorize the City Manager to execute the contract amendment.

**CONTACT:** Saida Amozgar, Human Resources and Risk Manager 

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#### BACKGROUND/DISCUSSION:

On October 1, 2018, the City entered into a contract services agreement for investigative services with Liebert Cassidy Whitmore ("Agreement"). Due to an increase in the recent personnel matter investigations, the expenditures for investigatory services have risen. The current Agreement has exceeded the maximum contract amount of thirty thousand dollars (\$30,000) ("Contract Sum"). As a result, the Human Resources and Risk Manager has requested a contract amendment ("Amendment No. 1"). Amendment No. 1 would change the maximum Contract Sum to seventy thousand dollars (\$70,000).

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**BUDGET (or FISCAL) IMPACT:** The ultimate fiscal impact will depend on the number of hours of legal services required by the City. The current budget is not expected to change as a result of the proposed amendment.

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Prepared by: Michelle Clay

#### REVIEWED BY:

City Attorney n/a  
Assistant City Manager   
Finance Director 

Attachments: Amendment No. 1  
Contract Services Agreement for Investigative Services

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**AMENDMENT NO. 1 TO  
CITY OF PERRIS  
CONTRACT SERVICES AGREEMENT FOR  
INVESTIGATIVE SERVICES**

This Amendment No. 1 to Contract Services Agreement (“Amendment”) is made and entered into as of June 11, 2019, by and between the CITY OF PERRIS, a municipal corporation (the “CITY”), and Liebert Cassidy Whitmore, a professional corporation (“Consultant”).

**A. Recitals.**

1. CITY and CONSULTANT entered into that certain Contract Services Agreement dated October 1, 2018 (“Agreement”), which provided terms and conditions for investigative services.
2. CITY and CONSULTANT desire to amend the Agreement to increase CONSULTANT’S contract sum set forth in Section 2.1 of the Agreement.

**B. Agreement.**

1. The foregoing recitals are incorporated herein by reference.
2. Section 2.1 of the Agreement (Contract Sum) is hereby amended to read in its entirety as follows:

“For services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Seventy Thousand Dollars (\$70,000.00) (“Contract Sum”).”
3. Except as expressly modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

ATTEST:

"CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
LIEBERT CASSIDY WHITMORE, A  
PROFESSIONAL CORPORATION

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

\_\_\_\_\_  
Brian Walter, Attorney

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

\_\_\_\_\_  
J. Scott Tiedemann, Managing Partner

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

[END OF SIGNATURES]

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**INVESTIGATIVE SERVICES**

This Contract Services Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of October, 2018, by and between the City of Perris, a municipal corporation ("City"), and Liebert Cassidy Whitmore, a professional corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of thirty thousand dollars (\$30,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid within 45 days of receipt of an invoice approved by the City's Director of Administrative Services. The invoice shall detail charges for all necessary and actual labor and expenses and shall be in a form as approved by the City's Director of Finance.

### 3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Judith Islas is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's Director of Administrative Services is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

### 4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per

accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

#### 4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until October 1, 2019.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

## **6.0 MISCELLANEOUS**

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

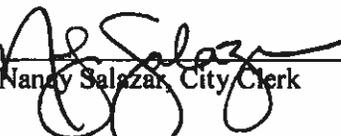
6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

By:   
Nancy Salazar, City Clerk

"CITY"  
CITY OF PERRIS

By:   
Richard Belmudez, City Manager

APPROVED AS TO FORM:

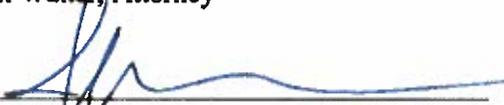
ALESHIRE & WYNDER, LLP

  
Eric L. Dunn, City Attorney

"CONSULTANT"  
LIEBERT CASSIDY WHITMORE, A  
PROFESSIONAL CORPORATION

By:   
Signature

Brian Walter, Attorney

By:   
Signature

J. Scott Tiedemann, Managing Partner

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

[END OF SIGNATURES]

## EXHIBIT "A"

### SCOPE OF SERVICES

Upon written request from the Contract Officer, Consultant shall provide personnel investigation services to the City to investigate allegations made by or against City employees. Consultant shall obtain prior written approval from the Contract Officer to investigate any additional allegations made by or against City employees. Work shall include the following:

1. Within three (3) business days of the commencement of the investigation (through written request and authorization from the Contract Officer), Consultant shall develop an investigation plan and budget for approval by the Contract Officer, which shall include an estimate of the time period required to perform the investigation.
2. Investigate circumstances prior to and surrounding allegations made by or against City employees. In carrying out the investigation, Consultant's investigation shall include the following activities:
  - a. Identifying the factual bases for each allegation, which activities may include:
    - i. Identifying and reviewing applicable federal, State, and local law;
    - ii. Identifying and reviewing applicable City rules and regulations;
    - iii. Identifying and reviewing documentary evidence, including email correspondence and text messages, if applicable;
    - iv. Identifying and interviewing participants and witnesses;
    - v. Following-up on other evidentiary leads, including conducting additional interview and collecting other relevant documents if necessary;
    - vi. Digitally record all interviews, when possible, and transcribe all recordings.
  - b. Identifying the absence of factual bases for any such allegations;
  - c. Identifying factual bases for any responses/counter-allegations raised by witnesses or accused individuals;
  - d. Identifying the absence of factual bases for any responses/counter-allegations raised by witnesses or accused individuals;
  - e. Assessing the credibility of the complainant, accused individuals and witnesses; and
  - f. Identifying the complainant's desired remedial actions.



## EXHIBIT "B"

### SPECIAL REQUIREMENTS

1. **Section 1.4, "Neutral Attorney Investigator," is hereby added to the Agreement as follows:**

"Consultant has been retained in its capacity as an attorney to provide legal services to City and all communications between Consultant and the City are intended to be subject to the attorney-client privilege. Consultant's role as a neutral attorney investigator is to gather facts and make impartial factual findings which City and its legal advisors will use to assess the legal merits of the allegations and the appropriate course of action. Consultant is expected to use its professional legal expertise to identify the pertinent facts, synthesize the evidence, and come to a conclusion as to what actually happened. The primary purpose of Consultant's services will be to provide professional services to the City so that it can determine the appropriate course of action."

2. **Section 4.2(c), "Indemnification for Consultant," is hereby added to the Agreement as follows:**

"City will indemnify and hold harmless Consultant, its employees and agents, from and against all claims, suits or causes of action arising out of any complaint brought against Consultant during or as a result of the investigation of the complaints alleged in this matter. City will also provide legal representation for Consultant and any of its employees and agents together with City if, during any litigation relating to the investigation or matters being investigated, Consultant or any of its employees or agents providing services under this Agreement are sued, deposed, or otherwise required to provide information or testimony concerning services under this Agreement. This Section 4.2(c) shall not apply if Consultant engages in negligence, willful and/or malicious conduct in the course of performing services under this Agreement."

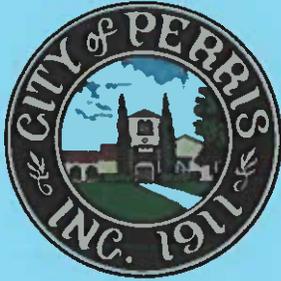
**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

1. Consultant shall be paid at a rate of \$240 per hour for investigative service by an associate and \$350 for investigative services by a partner. The current hourly rate for Ruth Graf-Urasaki is \$275.00. Should Consultant be required to testify in deposition or in any court or administrative proceeding, Consultant shall be paid the hourly rate in effect at that time for preparation and testimony.
2. Consultant uses Anchor Transcribing Service to transcribe tape-recorded interviews. This vendor charges \$4.00 per page for transcriptions. City agrees to reimburse Consultant for the cost of this service.
3. Consultant's compensation under this Agreement shall not exceed the amounts as set forth in Section 2.1.

**Exhibit "C"**  
**Page 1**

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8555455.1 PE015-017  
8688676 | LC001-009



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Navajo Road, Wilson Avenue, 7<sup>th</sup> Street & Murrieta Road Striping & Signage Project

**REQUESTED ACTION:** Adopt the Plans Prepared by RK Engineering for Navajo Road, Wilson Avenue, 7<sup>th</sup> Street & Murrieta Road Striping & Signage Project; Award Contract to Superior Pavement Markings, Inc. for sum of \$166,590 plus 20% for contingencies and additional work

**CONTACT:** Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:** Per the request of Mayor Vargas and Council Member David Starr Rabb, traffic calming report were performed by RK Engineering. At the January 29, 2019 and February 26, 2019 City Council meetings, Council adopted traffic calming reports prepared by RK Engineering for Navajo Road, Wilson Avenue, 7<sup>th</sup> Street & Murrieta Road. The Council authorized Staff to proceed with installation of recommended traffic calming options along these roadway segments.

On May 30, 2019, one bid was submitted and revealed via Active Bidder Navajo Road, Wilson Avenue, 7<sup>th</sup> Street & Murrieta Road Striping & Signage Project. The bid was submitted by Superior Pavement Markings, Inc. for \$166,590. Superior Pavement Markings, Inc. has completed similar signage and striping projects as both a prime and sub-contractor for the City of Perris in the past and their work is considered good. Even though only one bid was received, Staff believes the cost is reasonable and recommend to award contract to implement traffic calming measures.

If awarded, Construction is planned to begin mid-July 2019 and be completed by the end of August 2019. This project is funded by Gas Tax and DIF, as shown by CIP Sheet S-117. Staff recommends Council adopt the plans and specifications, award the project to Superior Pavement Markings, Inc., and authorize a contingency of 20% for additional work.

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**BUDGET (or FISCAL) IMPACT:** The Navajo Road, Wilson Avenue, 7<sup>th</sup> Street & Murrieta Road Striping & Signage Project is funded through CIP # S117 which utilizes Gas Tax and DIF funding sources.

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Prepared by:

**REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager \_\_\_\_\_

Finance Director De



Attachments: January 29, 2019 Council Agenda  
February 26, 2019 Council Agenda  
Bid Results  
CIP Sheet S117  
Navajo Road, Wilson Avenue, & 7<sup>th</sup> Street Signing & Striping plans (6 sheets)  
Murrieta Road Traffic Calming Improvements plan (1 sheet)

Consent: Yes  
Public Hearing:  
Business Item:  
Presentation:  
Other:

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

Meeting Date: January 29, 2019

**SUBJECT:** Traffic Calming Measures for Navajo Road, Wilson Avenue, and Murrieta Road

**REQUESTED ACTION:** Adopt the reports prepared by RK Engineering for Navajo Road and Wilson Avenue; and Traffic Calming Improvements prepared by RK Engineering for Murrieta Road; and Authorize Staff to implement the improvements

**CONTACT:** Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:** The enclosed traffic report for Navajo Road between San Jacinto Avenue to Cherokee Road prepared by RK Engineering is recommending a variety of traffic calming options. Staff recommends changing the existing traffic striping, installing an all-way stop at Shawnee Road 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 San Jacinto Avenue/Navajo Road which is not supported by Staff.

The enclosed report for Wilson Avenue between Nuevo Road to Orange Avenue prepared by RK Engineering is recommending a variety of traffic calming options. Staff recommends changing the existing traffic striping and installing solar radar speed feedback signs which are both included in the report. The report also provides traffic calming options for installation of a traffic signal at Citrus Avenue/Wilson Avenue and construction of mini round-abouts. A CIP project for the traffic signal installation at Citrus Avenue/Wilson Avenue will be recommended at later date for approval. Not recommended by staff is installation of round-about.

The enclosed traffic calming improvement plans for Murrieta Road between Dale Street and Patriot Lane prepared by RK Engineering is recommending re-striping features as well as signage revisions that include installation of solar powered speed radar signs.

Bid documents for the above projects will be prepared and processed.

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**BUDGET (or FISCAL) IMPACT:** Traffic Safety funds will be utilized to offset the design and implementation cost of the above. During the mid-year CIP update, staff will include sufficient funding to implement this and other traffic related projects.

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Reviewed by:

City Attorney  
Assistant City Manager  
Director of Finance 

**Attachments:** Navajo Road (San Jacinto Avenue to Cherokee Road) Traffic Report  
Wilson Avenue (Nuevo Road to Orange Avenue) Traffic Report  
Murrieta Road (Dale Street to Patriot Lane) Traffic Calming Improvement Plans

**Consent:**       **Yes**  
**Public Hearing:**  
**Business Item:**  
**Other:**

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.

---

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:

Navajo Road, Wilson Avenue, 7th Street & Murrieta Road Striping & Signage Project

Post Date: 04/28/2019 14:51 PDT

Due Date: 05/30/2019 before 14:00 PDT

Estimated Value: N/A

Bid details for: Shults, Dale / Superior Pavement Markings, Inc

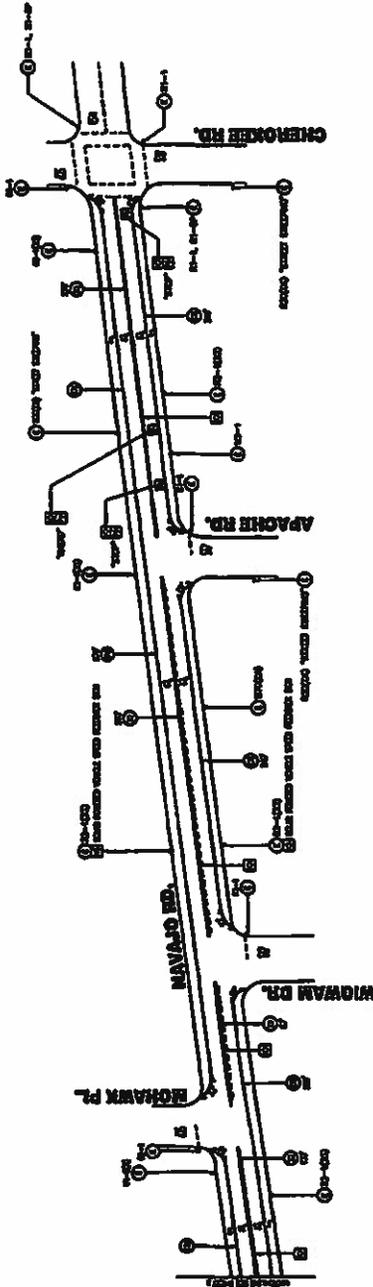
1) Navajo Road, Wilson Avenue, 7th Street & Murrieta Road Striping & Signage Project

Item	UM	Qty	Unit Pricing	Item Total	
<b>Bid Schedule</b>					
1	NAVAJO ROAD STRIPING & SIGNAGE	LS	1	\$24,088	\$24,088
2	WILSON AVENUE STRIPING & SIGNAGE	LS	1	\$22,576	\$22,576
3	7TH STREET STRIPING & SIGNAGE	LS	1	\$21,437	\$21,437
4	MURRIETA ROAD STRIPING & SIGNAGE	LS	1	\$21,699	\$21,699
5	SOLAR POWERED SPEED RADAR FEEDBACK SIGNS	EA	14	\$5,485	\$76,790
				Subtotal	\$166,590
				Project Total	\$166,590









**CALLINGS AND STRIPING QUANTITIES**

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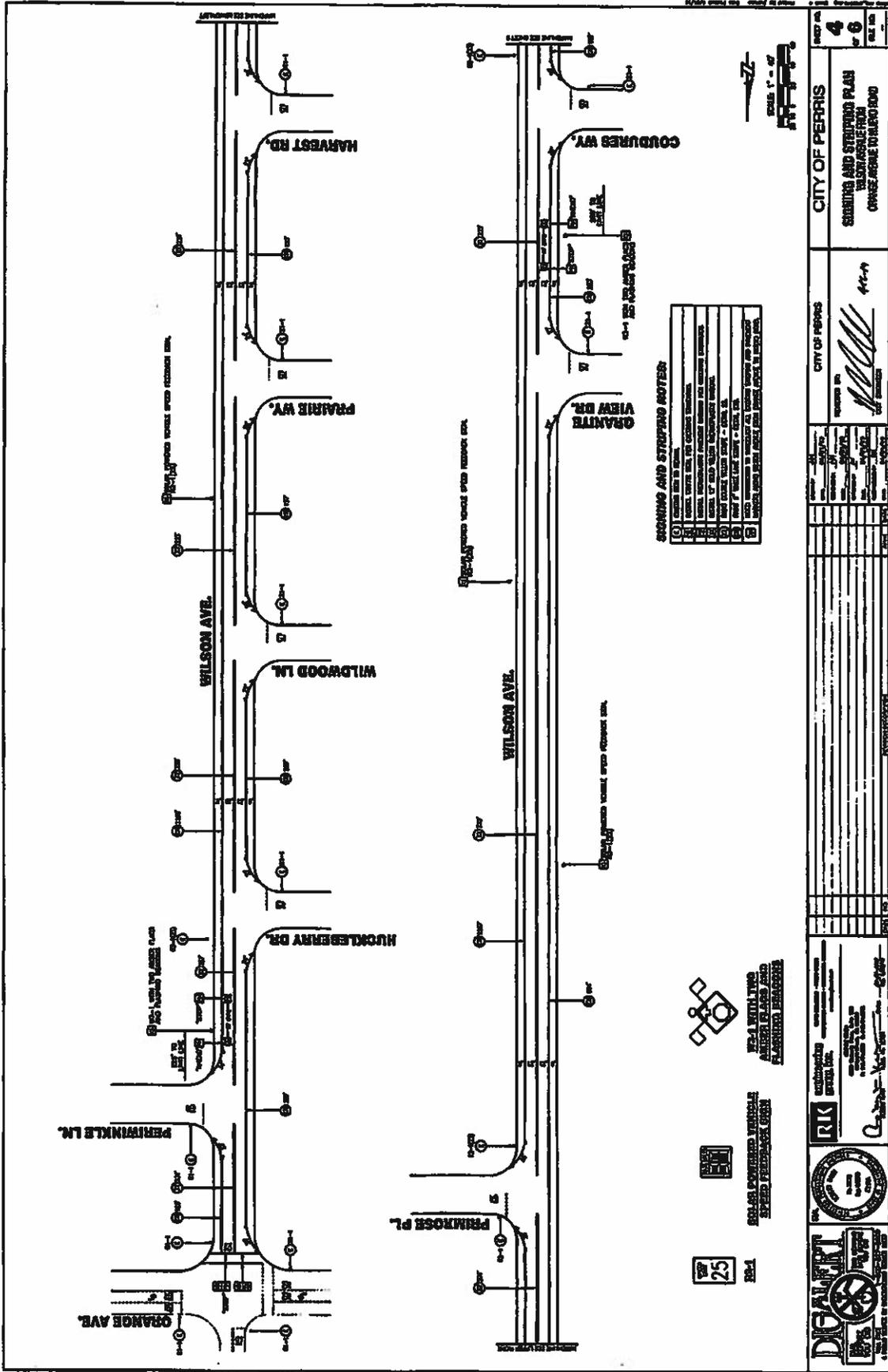
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**APPROVED** [Signature]

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**DATE** 11-1-77

			PROJECT NO. 25 DATE 11-1-77
			PROJECT NO. 25 DATE 11-1-77
<b>CITY OF PARRIS</b>		PROJECT NO. 25 DATE 11-1-77	
<b>SEALING AND STRIPING PLAN</b> REVISION FROM 11-1-77		PROJECT NO. 25 DATE 11-1-77	
SHEET NO. 3 OF 6		PROJECT NO. 25 DATE 11-1-77	



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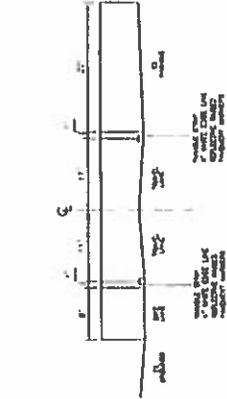
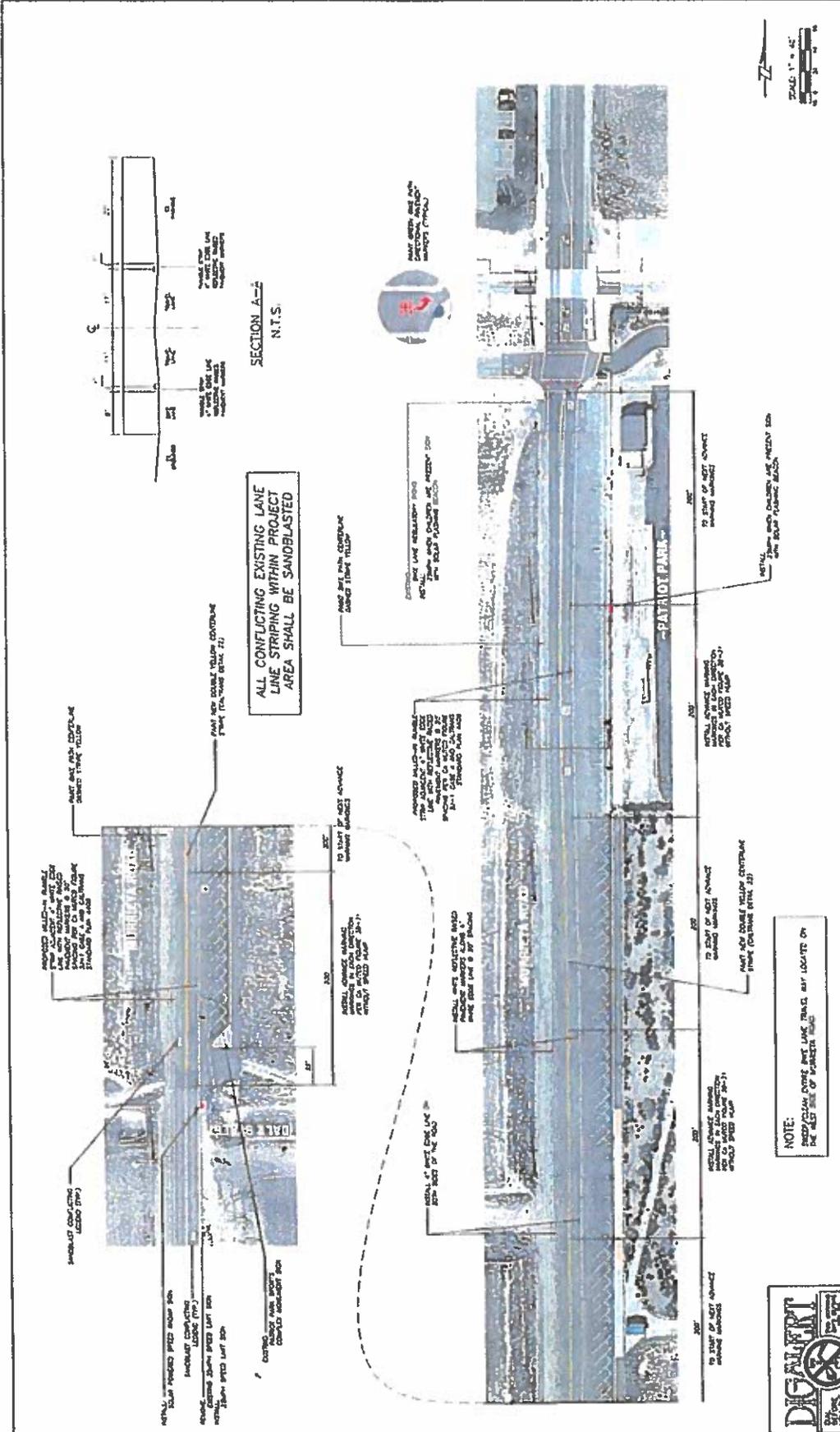
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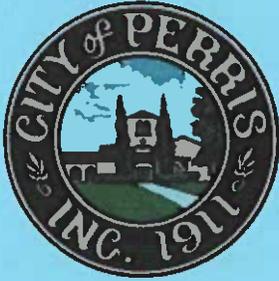


**ALL CONFLICTING EXISTING LANE LINE STRIPING WITHIN PROJECT AREA SHALL BE SANDBLASTED**

**NOTE:**  
REPLACE EXISTING CENTERLINE WITH NEW CENTERLINE  
INSTALL NEW CENTERLINE CENTERLINE



		CITY OF PERRIS TRAFFIC CALMING IMPROVEMENTS <b>HURRIETA ROAD</b> BETWEEN DALE STREET AND DISTRICT LANE	SHEET NO. <b>1</b> OF <b>1</b> SHEETS
PREPARED BY 	DATE <b>10/1/18</b>	CITY OF PERRIS	PG. 112
PROJECT NO. <b>18-0000</b>	SHEET NO. <b>1</b>	DATE <b>10/1/18</b>	PG. <b>112</b>



8.P.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Cooperative Agreement

**REQUESTED ACTION:** Approve Cooperative Agreement with Caltrans to Prepare the project Initial Documents at 215 & Harley Knox Intersections

**CONTACT:** Habib Motlagh, City Engineer

---

**BACKGROUND/DISCUSSION:** To plan and implement for future widening and improvements at Harley Knox Interchange, the project initiation documents (PID) shall be prepared. This document will analyze existing traffic conditions and anticipate future traffic volumes and arrive at various alternatives and recommendations to improve the interchange. This is only the first of many steps necessary to improve the interchange. Other steps needed is project study report, environmental, design and finally construction phase.

The agreement as submitted is in draft form, subject to Council approval of the agreement in draft format and City Attorney's review, the agreement will be finalized.

PID can also be prepared by consultants at same or higher cost however, it is our belief a PID prepared by Caltrans would be beneficial towards the approval process of future phases.

---

**BUDGET (or FISCAL) IMPACT:** The estimated cost for Caltrans to complete the PID is \$450,000 with a request of initial payment of \$45,000.

CIP # S095 has available budget to implement this and future phases.

---

Prepared by:

**REVIEWED BY:**

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

Attachments: Agreement  
CIP # S095

Consent: Yes  
Public Hearing:  
Business Item:  
Presentation:  
Other:



## **COOPERATIVE AGREEMENT DRAFT**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Perris, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **RECITALS**

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *Evaluate improvement alternatives at Interstate 215 and Harley Knox Blvd. interchange in the City of Perris, in Riverside County.* will be referred to hereinafter as PROJECT. CITY desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report - Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
  - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CALTRANS is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

11. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

12. CITY is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

13. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

14. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

15. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

16. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

18. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Independent Quality Assurance (IQA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
19. CALTRANS' independent quality assurance (IQA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). An IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs IQA it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA.

20. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
21. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

### **Project Initiation Document (PID)**

22. As the PID IMPLEMENTING AGENCY, CALTRANS is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

## **Additional Provisions**

### **Standards**

23. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD User's Manual
  - CALTRANS policies and directives
  - Plans Preparation Manual
  - Project Development Procedures Manual (PDPM)
  - Workplan Standards Guide
  - Highway Design Manual

### **Noncompliant Work**

24. CALTRANS retains the right to reject noncompliant WORK. CITY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

### **Qualifications**

25. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
26. CITY will issue any encroachment permits that are necessary for WORK within its jurisdiction and outside the State Highway System right-of-way. CITY will provide encroachment permits to CALTRANS, its contractors, consultants and agents, at no cost.
27. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

### **Consultant Selection**

28. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

29. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. PARTIES, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTIES, their contractors, consultants, agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
30. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

31. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

32. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

33. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

*Hazardous Materials*

34. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
35. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
36. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of CITY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

*Claims*

37. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
38. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
39. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

*Accounting and Audits*

40. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

41. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

42. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

43. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
44. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

45. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

**Penalties, Judgements and Settlements**

46. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
47. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

**GENERAL CONDITIONS**

**Venue**

48. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

49. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

50. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

51. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

### **Non-parties**

52. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
53. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

### **Ambiguity and Performance**

54. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

55. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

56. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

### **Dispute Resolution**

57. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

58. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

### **Prevailing Wage**

59. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**SIGNATURES**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF PERRIS**

**NOT FOR SIGNATURES**

\_\_\_\_\_  
Michael D. Beauchamp  
District Director

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

**VERIFICATION OF FUNDS AND  
AUTHORITY:**

Attest:

\_\_\_\_\_  
Mary Risaliti  
District Budget Manager

\_\_\_\_\_  
Habib Motlagh  
City Engineer

**CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:**

Approved as to form and procedure:

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

\_\_\_\_\_  
Eric Dunn  
Aleshire & Wynder LLP

**FUNDING SUMMARY NO. 01**

<b><u>FUNDING TABLE</u></b>			
Source	Party	Fund Type	PID
			Totals
LOCAL	CITY	Local	450,000
Totals			450,000

<b><u>SPENDING SUMMARY</u></b>			
Fund Type	PID		Totals
	CALTRANS	CITY	
Local	450,000	0	450,000
Totals	450,000	0	450,000

**Funding**

1. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

**Invoicing and Payment**

2. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
3. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

**Project Initiation Document (PID)**

5. CALTRANS will invoice CITY for a \$45,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PID expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and CITY will reimburse for actual costs incurred and paid.

## SCOPE SUMMARY

WORK ELEMENT	CALTRANS	CITY	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan	X		
0.100.05.05.xx - Communication Plan		X	
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings	X	X	
1.150.05.05 - Review of Existing Reports Studies and Mapping	X		
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review	X		
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search	X		
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification	X		
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling	X		
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID			X
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition	X		
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input		X	
1.150.15 - Alternatives Analysis	X		
1.150.15.05 - Right of Way Data Sheets	X		
1.150.15.10 - Utility Relocation Requirements Assessment	X		
1.150.15.15 - Railroad Involvement Determination	X		

WORK ELEMENT	CALTRANS	CITY	N/A
1.150.15.25 - Preliminary Materials Report	X		
1.150.15.35 - Multimodal Review	X		
1.150.15.40 - Hydraulic Review	X		
1.150.15.50 - Traffic Studies	X		
1.150.15.55 - Construction Estimates	X		
1.150.15.60 - Preliminary Transportation Management Plan	X		
1.150.20.05 - Initial Noise Study	X		
1.150.20.10 - Hazardous Waste Initial Site Assessment	X		
1.150.20.15 - Scenic Resource and Landscape Architecture Review	X		
1.150.20.30 - Initial Records and Literature Search for Cultural Resources	X		
1.150.20.50 - Initial Water Quality Studies	X		
1.150.20.60 - Preliminary Environmental Analysis Report Preparation	X		
1.150.20.65 - Initial Paleontology Study	X		
1.150.25.05 - Draft PID	X		
1.150.25.20 - PID Circulation, Review, and Approval	X		
1.150.25.25 - Storm Water Data Report	X		
1.150.25.30.05 - Cost Estimate for Alternatives	X		
1.150.35 - Required Permits During PID Development			X
1.150.40 - Permit Identification During PID Development	X		
1.150.45 - Base Maps and Plan Sheets for PID	X		



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** **Contract Services Agreement with Johnson Aviation Consulting** to analyze the development potential of land use designations within the Perris Valley Commerce Center (PVCC) Specific Plan.

**REQUESTED ACTION:** **Authorize the City Manager to execute a Contract Services Agreement with Johnson Aviation Consulting** to analyze the development potential of land use designations within the PVCC Specific Plan.

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

#### BACKGROUND/DISCUSSION:

At the direction of the City Council, staff has obtained a proposal from Johnson Aviation to analyze development potential of land use designations within the Perris Valley Commerce Center (PVCC) Specific Plan for developments other than large scale industrial development, as since the adoption of the PVCC Specific Plan there has been minimal activity related to commercial or business professional office development. Instead, the predominant development activity has been large scale industrial developments that involve consolidating parcels to facilitate such projects.

#### CONTRACT SERVICES AGREEMENT:

The proposed contract services agreement submitted by Johnson Aviation Consulting will gather the following information for City consideration to evaluate potential strategy for promoting business in the PVCC Specific Plan:

- Collect PVCC-SP information, market information of the Perris vicinity and competitive areas, and case studies of industrial, commercial and business professional office developments for review and assessment.
- Collect and assess development fee structures for the City of Perris, and comparative fee structures for nearby communities.
- Collect and review the adopted PVCC-SP and any related entitlements, infrastructure projects, infrastructure cost proposals, development grants and approved projects within the PVCC-SP area.
- Analyze the land development potential of land use designations with the PVCC-SP in the general vicinity of and market influence area of the City of Perris.

Particular focus will be on the market potential for commercial and business professional office uses that are consistent with the limitations of the Airport Overlay Zone land use restrictions. A land use and market assessment slide presentation that summarizes the research, analysis and case studies will be prepared as a part of the proposal. At the conclusion, a presentation will be delivered in a workshop format to the City Council for further direction.

**STAFF RECOMMENDATION:**

Staff is recommending that the City contract with Johnson Aviation in order to analyze the development potential of land use designations within the PVCC Specific Plan. Johnson Aviation has considerable experience with the City of Perris and has assisted with the City in complex ALUC matters in the past. Due to the specialized technical experience necessary to complete the task, a sole source contract at a cost less than \$75,000 is acceptable. The proposal is for \$19,600. As such, staff is recommending that the City contract with Johnson Aviation for an amount not to exceed \$23,520, which includes a 20% contingency.

---

**BUDGET (or FISCAL) IMPACT:** Costs for planning and technical services by Johnson Aviation Consulting are budgeted in the 2019 – 2020 General Fund, pending City Council approval.

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Prepared by: Kenneth Phung, Planning Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager 

Finance Director 

Attachment: 1. Johnson Aviation Consulting's "PVCC Specific Plan Land Use and Market Assessment Proposal"

Consent: June 11, 2019



818-806-3560  
6524 Deerbrook Road  
Oak Park, CA 91377  
United States

June 4, 2019

VIA EMAIL

Dr. Grace Williams  
Director of Planning and Economic Development  
City of Perris  
101 North D Street  
Perris, CA 92570

**Subject: Perris Valley Commerce Center Specific Plan Land Use and Market Assessment Proposal**

Dear Dr. Williams:

This letter is to set forth the terms and conditions of an open engagement for services ("Engagement") with Johnson Aviation, Inc., 6524 Deerbrook Road, Oak Park, California, 91377 in coordination with Lee & Associates, Inc., as "Consultant", and the City of Perris as "Client", to provide land use and market assessment planning services, to assist the Client as a professional consultant regarding the Perris Valley Commerce Center Specific Plan (PVCC-SP) area ("Project").

**A. Initial Scope of Services.**

Based upon our phone calls, emails, and independent research, the initial scope of services for this Engagement is to provide the following consulting services. These services would include:

- Coordinate with Client to review and understand the Project and its objectives.
- Collect PVCC-SP information, market information of the Perris vicinity and competitive areas, and case studies of industrial, commercial and business professional office developments for review and assessment.
- Collect and assess development fee structures for the City of Perris, and comparative fee structures for nearby communities.
- Collect and review the adopted PVCC-SP and any related entitlements, infrastructure projects, infrastructure cost proposals, development grants and approved projects within the PVCC-SP area.
- Analyze the land development potential of land use designations with the PVCC-SP in the general vicinity of and market influence area of the City of Perris. Particular focus will be on the market potential for commercial and business professional office uses that are consistent with the limitations of the Airport Overlay Zone land use restrictions.
- Deliverables and Schedule: Prepare a land use and market assessment slide presentation that summarizes the research, analysis and case studies prepared as a part of the Engagement. Presentation will be delivered in person in a half-day workshop format to the Client's staff and representatives as designated by the Client. Schedule for the



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Oak Park, CA 91377  
United States

workshop would be on or after July 18, 2019, depending on Client staff and Consultant team availability (to be coordinated).

- OPTIONAL: Other on-call planning services as required and requested by the Client and defined specifically through separate communications.

#### **B. Limitation of Services.**

Services under this Engagement are limited to those identified herein or mutually agreed to in writing by both parties. No previous agreements, oral or written, shall supersede this agreement.

#### **C. Period of Performance.**

The Period of Performance for this Engagement shall be from Acceptance of this Engagement letter through December 31, 2019. If services are required beyond this date, an amendment to this Engagement will be required.

#### **D. Consideration.**

Fees for professional consulting services under the Initial Scope of Services will be based on the actual time and expenses incurred to provide the Services. Total compensation under this agreement for the Initial Scope of Services is not-to-exceed \$19,600 without further authorization. Optional or additional planning services requested by Client would be billed on a Time and Materials basis (Exhibit A provides the 2019 hourly billing rates for Consultant staff) and would be in excess of the not-to-exceed amount. A signed and returned Engagement Letter will be required for work to begin. Time and expense will be billed monthly and will be payable upon receipt.

#### **E. Termination.**

Either party may terminate this Engagement at any time by giving the other party written notice at least fourteen (14) days prior to the effective date of termination. In the event of termination, the Client's liability is limited to those costs or charges, in accordance with the Consideration provisions of this Engagement for services performed or expenses incurred prior to the effective date of termination. In the event of termination, all property and all work, completed or in progress, in Consultant's possession shall be delivered promptly to the Client.

#### **F. Stop Work Order.**

Notwithstanding the provisions of Section E above, Client has the right to unilaterally issue a stop work order on individual tasks/work items at any time for any reason without prior notice. The stop work order shall be issued in writing via email and shall be effective upon receipt of the stop work order. Client's liability in such an event is limited to those costs or charges, in accordance with the payment provision of this Contract, for work and services performed or furnished on the stopped tasks/work items prior to the effective date of termination. All property and all work,



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6524 Deerbrook Road  
Oak Park, CA 91377  
United States

completed or in progress, in Consultant's possession related to the stopped tasks/work items shall be delivered promptly to the Client.

**G. Applicable Law.**

This Engagement letter shall be governed as to validity, interpretation, construction, effect and in all other aspects by the laws and decisions of the State of California. In the event of commencement of any legal action regarding any term or condition of this Engagement, such action by agreement is to be subject to the jurisdiction of the State courts of Ventura County in the State of California.

**H. Complete Agreement.**

This Engagement letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

**ACKNOWLEDGMENT AND ACCEPTANCE**

Please indicate your approval of the terms of this engagement by signing where indicated below. Should you have additional questions, please do not hesitate to call me.

Sincerely,

Charles N. Johnson, President/CEO  
Johnson Aviation, Inc.

Accepted by: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

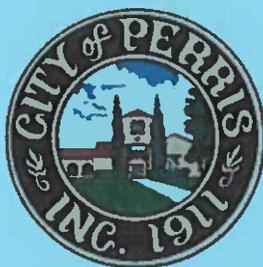
Date: \_\_\_\_\_



818-606-3560  
6524 Deerbrook Road  
Oak Park, CA 91377  
United States

**Exhibit A**

<b>Johnson Aviation, Inc. 2019 Hourly Rates (Effective January 1 through December 31, 2019 – Annual escalation @ 2.5%)</b>	
<b>Role</b>	<b>Hourly Rate</b>
<b>Program Director/Principal</b>	<b>\$308.00</b>
<b>Program Manager</b>	<b>\$292.00</b>
<b>Senior Project Manager</b>	<b>\$257.00</b>
<b>Aviation Planning Consultant</b>	<b>\$235.00</b>
<b>Aviation Planning Project Support</b>	<b>\$159.00</b>



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Bid Award for the construction of a new Off-Leash Dog Park facility.

**REQUESTED ACTION:** City Council to approve a contract with Millsten Enterprises, Inc. for the construction of the Off-Leash Dog Park and to allocate additional funding.

**CONTACT:** Daryl Hartwill, Director of Public Works

#### BACKGROUND/DISCUSSION:

Thanks to grant funding obtained, Public Works is moving forward with the an Off-Leash Dog Park. The City of Perris invited on-line bids on Active Bidder on May 3, 2019, three bids were received: Millsten Enterprises Inc. (\$124,500.00), Senitica Construction, Inc. (\$188,151.00), and KASA Construction, Inc. (\$296,702.00).

Staff is recommending Council approve awarding the contract to the lowest bidder, Millsten Enterprises, Inc. in the amount of \$124,500.00, as shown on the attached Bid Summary. Funding will include a 10% contingency of \$12,450.00, totaling \$136,950. The previously approved budget for said project is \$100,000, including grant funding of \$25,000. Staff is requesting additional funding of \$36,950.00 be reallocated from the Special Districts PK13 to the previously established CIP Project F048 previously established.

**BUDGET (or FISCAL) IMPACT:** There will be no budgetary impact, additional funding required will be transferred from Special Districts.

Prepared by:

#### REVIEWED BY:

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

Attachments: Bid Summary Report

Consent: X  
 Public Hearing:  
 Business Item:  
 Presentation:  
 Other

Consent:  X  
Public Hearing:   
Business Item:   
Presentation:   
Other:

**Off Leash Dog Park**

Post Date: 05/03/2019 18:08 PDT

Due Date: 05/31/2019 before 15:00 PDT

Estimated Value: \$100,000

**Off Leash Dog Park**

**Estimated Value:** \$100,000

**Bid Post Date:** 05/03/2019 18:08 PDT

**Department:**

**Bid Due Date:** 05/31/2019 before 15:00 PDT

**Bid Bond:** 10%

**Performance Bond:** 100%

**Payment Bond:** 100%

**License Requirements:**

B - License - General Building Contractor

**Project Information:**

1) Off Leash Dog Park

Type: PRIMARY

**Location:** Intersection of Oakleaf Lane and  
Blazing Star Drive  
Perris, California 92571

**Project Start Date:** 07/01/2019  
**Project End Date:** 08/30/2019

**Scope of Services:**

The CITY OF PERRIS invites on-line bids on the city website, until 03:00PM on May 31, 2019, for the Off Leash Dog Park Project, consisting of furnishing all labor, technical and professional services, supervision, all materials and equipment, and performing all operations necessary and required in conformity with the requirements in the scope of work, specifications and plans. The project is a development of a new Off Leash Dog Park (Large and Small Dog Park) located at the intersection of Oakleaf Lane and Blazing Star Drive, Perris Ca, at an existing park. The Project generally consists of the following: clearing and grubbing; site grading; site drainage; concrete flatwork; protecting existing facilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary and/or permanent relocation including but not limited to existing landscaping and irrigation; dog agility equipment (anchored in concrete); fencing; ADA compliance and accessibility; BMP site mitigation; dog park monument sign; dog park holding area(s) with double entry gates; dog park signs; pet waste stations and trash containers; PetSafe logo on all agility equipment; park benches; irrigation relocation; etc. The 100% CD will be uploaded to the Active Bidder site.

**Notes:**

Mandatory Pre-Bid Meeting: 05/17/2019 at 1:00pm at Project Site

Off Leash Dog Park

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## Registered Bidders / 5 total

#	Name	Company	Address	City	State	Phone
1	Zavala, Hector	KASA Construction, Inc.	15148 Sierra Bonita Lane	Chino	CA	909-457-8260
2	Sudweeks, John	Sudweeks Construction, Inc.	31566 Railroad Canyon Rd. Suite 2 #185	Canyon Lake	California	9513784960
3	Greer, John	Greers Contracting & Concrete Inc.	21490 Garfield Rd	Perris	CA	951-233-6439
4	Rameh, Charles	Sen'lica Construction, INC.	12523 Limonite Ave 440-345	Mira Loma	CA	9095383874
5	Mills, Gregory	Millsten Enterprises Inc	31051 11th st	Nuevo	Ca.	9512388666

Off Leash Dog Park

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## Results / 3 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Mills, Gregory	Millsten Enterprises Inc	31051 11th st Nuevo, Ca. 92567	9512388666	\$124,500	05/31/2019 13:40:03	Apparent Low Bidder
2	Rameh, Charles	Sanitica Construction, INC.	12523 Limonite Ave 440-345 Mira Loma, CA 91752	9095383874	\$188,151	05/31/2019 13:19:36	
3	Zavala, Hector	KASA Construction, Inc.	15148 Sierra Bonita Lane Chino, CA 91710	909-457-8260	\$296,702	05/31/2019 14:37:37	

## Off Leash Dog Park

Post Date: 05/03/2019 18:08 PDT

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## 1. Apparent low bidder details for: Mills, Gregory / Millsten Enterprises Inc

## 1) Off Leash Dog Park

Item	UM	Qty	Unit Pricing	Item Total	
<b>General Requirements</b>					
1	Mobilization	LS	1	\$12,000	\$12,000
2	Traffic Control System	LS	1	\$1,000	\$1,000
3	Utility Coordination, Verification & Potholing	LS	1	\$500	\$500
4	Construction Fencing with Windscreen	LS	1	\$500	\$500
5	Erosion Control	LS	1	\$1,000	\$1,000
6	Construction Survey and Staking	LS	1	\$2,500	\$2,500
7	Testing and Laboratory Services	LS	1	\$500	\$500
8	Protection of Existing Facilities and Improvements	LS	1	\$1,000	\$1,000
				Subtotal	\$19,000
<b>Demolition</b>					
1	Site Demolition, Clearing and Grubing	LS	1	\$3,000	\$3,000
				Subtotal	\$3,000
<b>Site Construction</b>					
1	Earthwork and Grading	LS	1	\$3,000	\$3,000
2	Soil Import/Export and Backfilling	LS	1	\$4,500	\$4,500
3	Park Monument Sign	LS	1	\$5,000	\$5,000
4	Other Site Work, Site Concrete/Landscaping/Irrigation, Patching Repairing, and/or Replacement	LS	1	\$15,000	\$15,000
				Subtotal	\$27,500
<b>Concrete</b>					
1	New Concrete Slab/Footings and Existing Concrete/Footing Patch, Repair and/or Replacement	LS	1	\$25,000	\$25,000
2	ADA Accessibility Path	LS	1	\$10,000	\$10,000
				Subtotal	\$35,000
<b>Metals</b>					
1	ADA Compliance Railing	LS	1	\$8,000	\$8,000
2	5' Black Chain Link Fence	LS	1	\$1,000	\$1,000
3	8ADA Compliant 5' Black Holding Area (2)	LS	1	\$3,000	\$3,000
4	Signage Throughout	LS	1	\$1,500	\$1,500

## Off Leash Dog Park

Post Date: 05/03/2019 18:08 PDT

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## 1. Apparent low bidder details for: Mills, Gregory / Millsten Enterprises Inc

## 1) Off Leash Dog Park

Item	UM	Qty	Unit Pricing	Item Total	
5	Miscellaneous Steel or Other Metals Used	LS	1	\$1,000	\$1,000
				Subtotal	\$14,500
<b>Dog Park Equipment</b>					
1	Small Bridge Climb	LS	1	\$2,600	\$2,600
2	Large Bridge Climb	LS	1	\$3,300	\$3,300
3	Large Training Platform (2)	LS	1	\$3,450	\$3,450
4	Mini Hill Climb (2)	LS	1	\$2,800	\$2,800
5	Large Jump Hurdle	LS	1	\$1,500	\$1,500
6	Small Jump Hurdle	LS	1	\$800	\$800
7	4' Trail Bench Seat (2)	LS	1	\$1,300	\$1,300
8	4' Trail Bench with Back	LS	1	\$1,200	\$1,200
9	4' Natural Park Bench Seat (2)	LS	1	\$1,400	\$1,400
10	Park Waste Receptacle (2)	LS	1	\$1,900	\$1,900
11	Park Rules Sign and Welcome Kit (2)	LS	1	\$800	\$800
12	The Pet Waste Station (5)	LS	1	\$2,500	\$2,500
13	BMP Site Mitigation	LS	1	\$1,000	\$1,000
14	All other fixtures, Furnishings, and Equipment Not Included Elsewhere	LS	1	\$950	\$950
				Subtotal	\$25,500
				Project Total	\$124,500

Off Leash Dog Park

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File attachment details for: Mills, Gregory / Millsten Enterprises Inc

File name	Description	Type	Size	Notes
City of Perris Off Leash Dog Park Bid Form-Millsten Enterprises, Inc	Additional	pdf	12.2 MB	City of Perris Off Park Bid Response from Millsten Enterprises, Inc. 5/31/2019 due by 3:00 pm. Greg Mills 9512388666



**Business Item:**  
**Presentation:**  
**Other:**

**CITY OF PERRIS**

**AMENDMENT NO. 4 TO FEE AGREEMENT**

THIS AMENDMENT NO. 4 TO FEE AGREEMENT (herein "Amendment") is entered into this 11<sup>th</sup> day of June, 2019, by and between the CITY OF PERRIS, a municipal corporation ("City"), and the law firm of ALESHIRE & WYNDER, LLP ("A&W").

NOW, THEREFORE, the parties hereto agree as follows:

1. City and A&W entered into that certain Fee Agreement dated on or about February 11, 2003 for the provision of legal services to the City, the Perris Redevelopment Agency, the Perris Public Utility Authority, and all boards, commissions, and other bodies of the City, as amended from time to time (collectively, the "Agreement"). City and A&W desire to amend the Agreement as described herein.

2. Exhibit A of the Agreement is hereby amended and replaced in its entirety with Exhibit A attached to this Amendment No. 4. The rates described in Exhibit A supersede all prior amendments shall take effect July 1, 2019, and shall remain in effect until at least July 1, 2022, or until amended by the City Council.

3. Except as expressly modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

"CITY"  
CITY OF PERRIS,  
a municipal corporation

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

ATTEST:

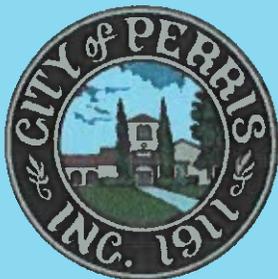
\_\_\_\_\_  
Nancy Salazar, City Clerk

"A&W"  
ALESHIRE & WYNDER, LLP, a limited  
liability partnership

\_\_\_\_\_  
Eric L. Dunn, Partner

**EXHIBIT "A"**  
**FEE ARRANGEMENT**

- (1) The first fifty (50) hours of general legal services shall be billed at One Hundred Ninety Dollars (\$190) per hour.
- (2) General legal services over fifty (50) hours per month will be billed at the rate of Two Hundred Fifteen Dollars (\$215) per hour.
- (3) Special legal services shall include: litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities, and any major contract negotiation. Except for public finance, all such matters shall be billed at the rate of Two Hundred Forty Dollars (\$240) per hour. Oversight of outside legal counsel providing services within these specialties shall also be billed at special legal service rate.
- (4) Insurance defense/risk management services (when assigned) will be billed at a reduced rate of \$215 per hour.
- (5) Code enforcement services will be billed at a reduced rate of \$195 per hour.
- (6) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Fifty Dollars (\$250) per hour.
- (7) For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., the hourly rate shall be \$350 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$175 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.
- (8) The blended rate for paralegals and law clerks, irrespective of matter, shall be One Hundred Thirty-five Dollars (\$135) per hour, and for document clerks shall be Seventy Dollars (\$70) per hour.
- (9) In addition to the foregoing, A&W would be reimbursed for out-of-pocket expenses including: facsimile , messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of San Bernardino, Riverside or Orange Counties; and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls, or mileage to City Hall or City offices.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Consider Annual Levy for the Community Facilities Districts

**REQUESTED ACTION:** Authorize the Annual Tax Levies and Placement on the County Tax Roll and Approve the Resolutions.

**CONTACT:** Ron Carr, Interim Director of Finance 

#### **BACKGROUND/DISCUSSION:**

The City of Perris formed Community Facilities Districts pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. The City of Perris has the responsibility to levy and collect special taxes each year to meet debt service payments and other costs and expenses as authorized by section 53340 of the Government Code of the State of California, and to ensure that all covenants, terms and conditions of bonds are being observed. The annual resolution provides Riverside County the authorization to assess each parcel its share of assessment taxes for Fiscal Year 2019-20.

#### **BUDGET (or FISCAL) IMPACT:**

Collected tax levies are transferred to the CFD bond trustee for payment of annual principal, interest, and administrative obligations. Such transactions are budgeted and accounted for in the City's Trust and Agency funds.

Prepared by: Stephen Ajobiwe, Finance Manager

#### **REVIEWED BY:**

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

Consent: X

Attachments: Resolution of the City of Perris Establishing Annual Special Tax for Fiscal Year 2019-20 for the following Districts:

Community Facilities District 1-S  
Community Facilities District 88-1  
Community Facilities District 88-3  
Community Facilities District 90-1  
Community Facilities District 2014-2  
Community Facilities District 93-1R  
Community Facilities District 2001-1 IA 1  
Community Facilities District 2001-1 IA 2  
Community Facilities District 2001-1 IA 3  
Community Facilities District 2001-1 IA 4  
Community Facilities District 2001-1 IA 5  
Community Facilities District 2001-1 IA 6  
Community Facilities District 2001-1 IA 7  
Community Facilities District 2001-2  
Community Facilities District 2001-3  
Community Facilities District 2002-1  
Community Facilities District 2003-1  
Community Facilities District 2004-1  
Community Facilities District 2004-2  
Community Facilities District 2004-3 IA 1  
Community Facilities District 2004-3 IA 2  
Community Facilities District 2004-5  
Community Facilities District 2005-1 IA 3  
Community Facilities District 2005-1 IA 4  
Community Facilities District 2005-2  
Community Facilities District 2005-4  
Community Facilities District 2006-1  
Community Facilities District 2006-2  
Community Facilities District 2006-3  
Community Facilities District 2007-2  
Community Facilities District 2014-1 IA 1  
Community Facilities District 2014-1 IA 2  
Community Facilities District 2014-1 IA 3

**Section 4.** That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve fund;
- C. Payment of costs and expenses of authorized public facilities and services;
- D. Repayment of advances and loans, if appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

**Section 5.** The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

**Section 6.** Monies above collected shall be paid into the Community Facilities Districts' funds, including any bond fund and reserve fund.

**Section 7.** The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibits "A - GG."

**Section 8.** The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

**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, \_\_\_\_\_, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the \_\_\_\_ day of \_\_\_\_\_, 2019, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT "A"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 1-S  
SOUTH PERRIS PUBLIC SERVICES CFD  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2018/2019	FY 2019/2020
1 – Single Family Unit	Per Unit	\$396.96	\$404.90
2 – Multi Family Unit	Per Unit	\$198.48	\$202.45
3 – Non Residential	Per Acre	\$1,587.83	\$1,619.59

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

Land Use Class	Special Tax Rate Multiplier	FY 2019/2020	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Single Family Unit	Per Unit	\$404.90	\$404.90
2 – Multi Family Unit	Per Unit	\$202.45	\$202.45
3 – Non Residential	Per Acre	\$1,619.59	\$1,619.59

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "B"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 88-1, TRIPLE CROWN RANCH  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Special Tax Rate Multiplier	FY 2018/2019		FY 2019/2020	
	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Per Square Footage	\$1,231,725.877	\$0.2793	\$1,256,360.39	\$0.2849

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate.

For Fiscal Year 2019/2020, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Special Tax Rate Multiplier	FY 2019/2020			
	Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Per Square Footage	\$1,256,360.39	\$1,256,360.39	\$0.2849	\$0.2849

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "C"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 88-3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Tax Rate Area	Special Tax Rate Multiplier	FY 2018/2019		FY 2019/2020	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$644,754.15	\$0.2563	\$ 657,649.23	\$ 0.2614
Tax Rate Area 2	Per Square Footage	\$347,455.37	\$0.3331	\$ 354,404.48	\$ 0.3398
Tax Rate Area 3	Per Square Footage	\$418,424.52	\$0.2295	\$ 426,793.01	\$ 0.2341

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.  
 (2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate.

For Fiscal Year 2019/2020, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Tax Rate Area	Special Tax Rate Multiplier	FY 2019/2020			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$ 657,649.23	\$657,649.23	\$0.2614	\$0.2614
Tax Rate Area 2	Per Square Footage	\$ 354,404.48	\$ 354,404.48	\$0.3398	\$0.3398
Tax Rate Area 3	Per Square Footage	\$ 426,793.01	\$ 426,793.01	\$0.2341	\$0.2341

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.  
 (2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "D"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 90-1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Tax Rate Area	Special Tax Rate Multiplier	FY 2018/2019		FY 2019/2020	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$390,685.83	\$0.3651	\$398,499.54	\$0.3724
Tax Rate Area 3	Per Square Footage	\$390,685.83	\$0.2536	\$398,499.54	\$0.3724

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.  
 (2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate.

For Fiscal Year 2019/2020 the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Tax Rate Area	Special Tax Rate Multiplier	FY 2019/2020			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Tax Rate Area 1	Per Square Footage	\$398,499.54	\$398,499.54	\$0.3724	\$0.3724
Tax Rate Area 3	Per Square Footage	\$398,499.54	\$398,499.54	\$0.3724	\$0.3724

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.  
 (2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "E"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-2, PERRIS VALLEY SPECTRUM  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Special Tax Rate Multiplier	FY 2018/2019		FY 2019/2020	
	Aggregate Maximum Special Tax	Maximum Special Tax Rate	Aggregate Maximum Special Tax	Maximum Special Tax Rate
Per Square Footage	\$624,587	\$0.2645	\$624,587	\$0.2645

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate.

For Fiscal Year 2019/2020, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto; (v) less the Agency Contribution for such fiscal year.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.

Special Tax Rate Multiplier	FY 2019/2020			
	Aggregate Maximum Special Tax	Aggregate Proposed Special Tax	Maximum Special Tax Rate	Proposed Special Tax Rate
Per Square Footage	\$624,587	\$624,587	\$0.2645	\$0.2645

**EXHIBIT "F"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	FY 2018/2019		FY 2019/2020	
		Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Aggregate Maximum Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>
Developed - Residential	Per Square Footage	\$813,571.50	\$0.2512	\$829,842.93	\$0.2562

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of \$0.2013 per square foot with a 2% inflator beginning July 1, 2003.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate.

**For Fiscal Year 2019/2020, the Annual Costs will be determined.**

**In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto.**

**Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor's Parcel up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "F"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	FY 2019/2020			
		Aggregate Maximum Special Tax <sup>(1)</sup>	Aggregate Proposed Special Tax <sup>(1)</sup>	Maximum Special Tax Rate <sup>(2)</sup>	Proposed Special Tax Rate <sup>(2)</sup>
Developed - Residential	Per Square Footage	\$829,842.93	\$829,842.93	\$0.2562	\$0.2562

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of \$0.2013 per square foot with a 2% inflator beginning July 1, 2003.
- (2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

**EXHIBIT "G"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	\$1,647.34	\$1,680.29

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "G"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>FY 2019/2020</b>	
		<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
<b>1 – Residential</b>	<b>Per Unit</b>	<b>\$1,680.29</b>	<b>\$1,680.29</b>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,101	\$1,345.33	\$1,372.24
2 – Residential	Per Unit	2,101 to 2,400	\$1,497.70	\$1,527.65
3 – Residential	Per Unit	2,401 to 2,700	\$1,584.19	\$1,615.87
4 – Residential	Per Unit	2,701 to 3,000	\$1,725.59	\$1,760.10
5 – Residential	Per Unit	Greater than 3,000	\$1,877.97	\$1,915.53

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "H"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2019/2020</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Less than 2,101	\$1,372.24	\$1,372.24
2 – Residential	Per Unit	2,101 to 2,400	\$1,527.65	\$1,527.65
3 – Residential	Per Unit	2,401 to 2,700	\$1,615.87	\$1,615.87
4 – Residential	Per Unit	2,701 to 3,000	\$1,760.10	\$1,760.10
5 – Residential	Per Unit	Greater than 3,000	\$1,915.53	\$1,915.53

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "I"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 1,501	\$932.12	\$950.76
2 – Residential	Per Unit	1,501 to 1,800	\$1,018.60	\$1,038.97
3 – Residential	Per Unit	1,801 to 2,100	\$1,160.00	\$1,183.20
4 – Residential	Per Unit	2,101 to 2,400	\$1,301.40	\$1,327.43
5 – Residential	Per Unit	2,401 to 2,700	\$1,453.78	\$1,482.86
6 – Residential	Per Unit	Greater than 2,700	\$1,628.12	\$1,660.68

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "I"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,501	\$950.76	\$950.76
2 – Residential	Per Unit	1,501 to 1,800	\$1,038.97	\$1,038.97
3 – Residential	Per Unit	1,801 to 2,100	\$1,183.20	\$1,183.20
4 – Residential	Per Unit	2,101 to 2,400	\$1,327.43	\$1,327.43
5 – Residential	Per Unit	2,401 to 2,700	\$1,482.86	\$1,482.86
6 – Residential	Per Unit	Greater than 2,700	\$1,660.68	\$1,660.68

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "J"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 1,801	\$2,608.61	\$2,660.78
2 – Residential	Per Unit	1,801 to 2,100	\$2,810.49	\$2,866.70
3 – Residential	Per Unit	2,101 to 2,400	\$3,000.49	\$3,060.50
4 – Residential	Per Unit	2,401 to 2,700	\$3,181.26	\$3,244.89
5 – Residential	Per Unit	2,701 to 3,000	\$3,625.92	\$3,698.44
6 – Residential	Per Unit	Greater than 3,000	\$4,013.85	\$4,094.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "J"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2019/2020</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Less than 1,801	\$2,660.78	\$2,660.78
2 – Residential	Per Unit	1,801 to 2,100	\$2,866.70	\$2,866.70
3 – Residential	Per Unit	2,101 to 2,400	\$3,060.50	\$3,060.50
4 – Residential	Per Unit	2,401 to 2,700	\$3,244.89	\$3,244.89
5 – Residential	Per Unit	2,701 to 3,000	\$3,698.44	\$3,698.44
6 – Residential	Per Unit	Greater than 3,000	\$4,094.13	\$4,094.13

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "K"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 5  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,400	\$3,639.12	\$3,711.90
2 – Residential	Per Unit	2,401 to 2,700	\$3,979.54	\$4,059.13
3 – Residential	Per Unit	2,701 to 3,000	\$3,979.54	\$4,059.13
4 – Residential	Per Unit	3,001 to 3,300	\$4,160.31	\$4,243.52
5 – Residential	Per Unit	Greater than 3,300	\$4,461.15	\$4,550.37

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "K"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 5  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2019/2020</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Less than 2,400	\$3,711.90	\$3,711.90
2 – Residential	Per Unit	2,401 to 2,700	\$4,059.13	\$4,059.13
3 – Residential	Per Unit	2,701 to 3,000	\$4,059.13	\$4,059.13
4 – Residential	Per Unit	3,001 to 3,300	\$4,243.52	\$4,243.52
5 – Residential	Per Unit	Greater than 3,300	\$4,550.37	\$4,550.37

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	1,900 or less	\$2,980.36	\$3,039.97
2 – Residential	Per Unit	1,901 to 2,200	\$3,120.87	\$3,183.29
3 – Residential	Per Unit	2,201 to 2,500	\$3,260.12	\$3,325.32
4 – Residential	Per Unit	2,501 to 2,800	\$3,454.09	\$3,523.17
5 – Residential	Per Unit	2,801 or greater	\$3,575.94	\$3,647.46

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	1,900 or less	\$2,458.15	\$2,507.31
2 – Residential	Per Unit	1,901 to 2,200	\$2,580.00	\$2,631.60
3 – Residential	Per Unit	2,201 to 2,600	\$2,676.98	\$2,730.52
4 – Residential	Per Unit	2,601 to 2,800	\$3,758.72	\$3,833.89
5 – Residential	Per Unit	2,801 or greater	\$3,880.57	\$3,958.18

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.**

**EXHIBIT "L"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 6  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,900 or less	\$3,039.97	\$3,039.97
2 – Residential	Per Unit	1,901 to 2,200	\$3,183.29	\$3,183.29
3 – Residential	Per Unit	2,201 to 2,500	\$3,325.32	\$3,325.32
4 – Residential	Per Unit	2,501 to 2,800	\$3,523.17	\$3,523.17
5 – Residential	Per Unit	2,801 or greater	\$3,647.46	\$3,647.46

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,900 or less	\$2,507.31	\$2,507.31
2 – Residential	Per Unit	1,901 to 2,200	\$2,631.60	\$2,631.60
3 – Residential	Per Unit	2,201 to 2,600	\$2,730.52	\$2,730.52
4 – Residential	Per Unit	2,601 to 2,800	\$3,833.89	\$3,833.89
5 – Residential	Per Unit	2,801 or greater	\$3,958.18	\$3,958.18

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 7  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	1,800 or less	\$2,504.37	\$2,554.46
2 – Residential	Per Unit	1,801 to 2,100	\$2,557.15	\$2,608.29
3 – Residential	Per Unit	2,101 to 2,400	\$2,762.99	\$2,818.25
4 – Residential	Per Unit	2,401 to 2,700	\$3,256.47	\$3,321.60
5 – Residential	Per Unit	2,701 to 3,000	\$3,753.92	\$3,829.00
6 – Residential	Per Unit	3,001 or greater	\$4,012.53	\$4,092.78

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "M"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS  
IMPROVEMENT AREA NO. 7  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	1,800 or less	\$2,554.46	\$2,554.46
2 – Residential	Per Unit	1,801 to 2,100	\$2,608.29	\$2,608.29
3 – Residential	Per Unit	2,101 to 2,400	\$2,818.25	\$2,818.25
4 – Residential	Per Unit	2,401 to 2,700	\$3,321.60	\$3,321.60
5 – Residential	Per Unit	2,701 to 3,000	\$3,829.00	\$3,829.00
6 – Residential	Per Unit	3,001 or greater	\$4,092.78	\$4,092.78

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "N"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Residential Floor Area (Sq Ft)	FY 2018/2019		FY 2019/2020	
		Maximum Special Tax Rate Per Unit/Acre	Maximum Public Safety CFD Special Tax Per Unit/Acre	Maximum Special Tax Rate Per Unit/Acre <sup>(1)</sup>	Maximum Public Safety CFD Special Tax Per Unit/Acre <sup>(1)(2)</sup>
1 – Residential	Greater than 2,250	\$2,151.16	\$343.19	\$2,194.18	\$350.05
2 – Residential	1,600 to 2,250	\$1,890.33	\$343.19	\$1,928.14	\$350.05
3 – Residential	Less than 1,600	\$1,589.69	\$343.19	\$1,621.48	\$350.05
4 – Non-Residential (Acres)	N/A	\$12,798.48	\$1,372.79	\$13,054.45	\$1,400.25
5 – Undeveloped	N/A	\$12,798.48	N/A	\$13,054.45	N/A

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned and Public Safety CFD Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year beginning July 1, 2003.
- (2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

**EXHIBIT "N"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Residential Floor Area (Sq Ft)	FY 2019/2020			
		Maximum Special Tax Rate Per Unit/Acre	Maximum Public Safety CFD Special Tax Per Unit/Acre	Proposed Special Tax Rate Per Unit/Acre <sup>(1)</sup>	Proposed Public Safety CFD Special Tax Per Unit/Acre <sup>(1)(2)</sup>
1 – Residential	Greater than 2,250	\$2,194.18	\$350.05	\$2,194.18	\$350.05
2 – Residential	1,600 to 2,250	\$1,928.14	\$350.05	\$1,928.14	\$350.05
3 – Residential	Less than 1,600	\$1,621.48	\$350.05	\$1,621.48	\$350.05
4 – Non-Residential (Acres)	N/A	\$13,054.45	\$1,400.25	\$13,054.45	\$1,400.25
5– Undeveloped	N/A	\$13,054.45	N/A	\$13,054.45	N/A

- (1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.
- (2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

**EXHIBIT "O"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
NORTH PERRIS PUBLIC SAFETY CFD  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Maximum Special Tax Rate <sup>(1)</sup>	
		FY 2018/2019	FY 2019/2020
1 – Single Family Unit	Per Unit	\$343.19	\$350.05
2 – Multi Family Unit	Per Unit	\$68.63	\$70.00
3 – Non- Residential	Per Acre	\$1,372.78	\$1,400.24

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

Land Use Class	Special Tax Rate Multiplier	FY 2019/2020	
		Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Single Family Unit	Per Unit	\$350.05	\$350.05
2 – Multi Family Unit	Per Unit	\$70.00	\$70.00
3 – Non- Residential	Per Acre	\$1,400.24	\$1,400.24

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "P"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – R20idential	Per Unit	Greater than 2,749	\$2,109.97	\$2,152.17
2 – Residential	Per Unit	2,500 to 2,749	\$1,908.17	\$1,946.33
3 – Residential	Per Unit	2,250 to 2,499	\$1,851.88	\$1,888.92
4 – Residential	Per Unit	2,000 to 2,249	\$1,706.37	\$1,740.50
5 – Residential	Per Unit	1,750 to 1,999	\$1,650.08	\$1,683.08
6 – Residential	Per Unit	1,500 to 1,749	\$1,526.53	\$1,557.06
7 – Residential	Per Unit	Less than 1,500	\$1,348.07	\$1,375.03

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "P"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2019/2020</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Greater than 2,749	\$2,152.17	\$2,152.17
2 – Residential	Per Unit	2,500 to 2,749	\$1,946.33	\$1,946.33
3 – Residential	Per Unit	2,250 to 2,499	\$1,888.92	\$1,888.92
4 – Residential	Per Unit	2,000 to 2,249	\$1,740.50	\$1,740.50
5 – Residential	Per Unit	1,750 to 1,999	\$1,683.08	\$1,683.08
6 – Residential	Per Unit	1,500 to 1,749	\$1,557.06	\$1,557.06
7 – Residential	Per Unit	Less than 1,500	\$1,375.03	\$1,375.03

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

**EXHIBIT "Q"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,400	\$2,147.66	\$2,190.61
2 – Residential	Per Unit	2,400 to 2,599	\$2,309.51	\$2,355.70
3 – Residential	Per Unit	2,600 to 2,799	\$2,398.60	\$2,446.57
4 – Residential	Per Unit	Greater than 2,799	\$2,488.78	\$2,538.56

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "Q"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,400	\$2,190.61	\$2,190.61
2 – Residential	Per Unit	2,400 to 2,599	\$2,355.70	\$2,355.70
3 – Residential	Per Unit	2,600 to 2,799	\$2,446.57	\$2,446.57
4 – Residential	Per Unit	Greater than 2,799	\$2,538.56	\$2,538.56

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.

**EXHIBIT "R"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Greater than 2,000	\$2,289.29	\$2,335.08
2 – Residential	Per Unit	1,500 to 2,000	\$2,096.65	\$2,138.58
3 – Residential	Per Unit	Less than 1,500	\$1,940.95	\$1,979.77

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "R"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

<b>Land Use Class</b>	<b>Special Tax Rate Multiplier</b>	<b>Residential Floor Area (Sq Ft)</b>	<b>FY 2019/2020</b>	
			<b>Maximum Special Tax Rate <sup>(1)</sup></b>	<b>Proposed Special Tax Rate</b>
1 – Residential	Per Unit	Greater than 2,000	\$2,335.08	\$2,335.08
2 – Residential	Per Unit	1,500 to 2,000	\$2,138.58	\$2,138.58
3 – Residential	Per Unit	Less than 1,500	\$1,979.77	\$1,979.77

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "S"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-2  
CORMAN LEIGH COMMUNITIES  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Greater than 2,749	\$2,653.60	\$2,706.67
2 – Residential	Per Unit	2,500 to 2,749	\$2,391.33	\$2,439.16
3 – Residential	Per Unit	2,250 to 2,499	\$2,260.18	\$2,305.38
4 – Residential	Per Unit	2,000 to 2,249	\$2,129.04	\$2,171.62
5 – Residential	Per Unit	1,750 to 1,999	\$1,984.78	\$2,024.48
6 – Residential	Per Unit	Less than 1,750	\$1,814.29	\$1,850.58

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "S"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-2  
CORMAN LEIGH COMMUNITIES  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,749	\$2,706.67	\$2,706.67
2 – Residential	Per Unit	2,500 to 2,749	\$2,439.16	\$2,439.16
3 – Residential	Per Unit	2,250 to 2,499	\$2,305.38	\$2,305.38
4 – Residential	Per Unit	2,000 to 2,249	\$2,171.62	\$2,171.62
5 – Residential	Per Unit	1,750 to 1,999	\$2,024.48	\$2,024.48
6 – Residential	Per Unit	Less than 1,750	\$1,850.58	\$1,850.58

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "T"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 1,801	\$2,006.92	\$2,047.06
2 – Residential	Per Unit	1,801 to 2,100	\$2,167.90	\$2,211.26
3 – Residential	Per Unit	2,101 to 2,400	\$2,330.19	\$2,376.79
4 – Residential	Per Unit	2,401 to 2,700	\$2,748.47	\$2,803.44
5 – Residential	Per Unit	2,701 to 3,000	\$3,015.00	\$3,075.30
6 – Residential	Per Unit	3,001 to 3,300	\$3,123.20	\$3,185.66
7 – Residential	Per Unit	Greater than 3,300	\$3,553.35	\$3,624.42

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "T"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,047.06	\$2,047.06
2 – Residential	Per Unit	1,801 to 21'00	\$2,211.26	\$2,211.26
3 – Residential	Per Unit	2,101 to 2,400	\$2,376.79	\$2,376.79
4 – Residential	Per Unit	2,401 to 2,700	\$2,803.44	\$2,803.44
5 – Residential	Per Unit	2,701 to 3,000	\$3,075.30	\$3,075.30
6 – Residential	Per Unit	3,001 to 3,300	\$3,185.66	\$3,185.66
7 – Residential	Per Unit	Greater than 3,300	\$3,624.42	\$3,624.42

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "U"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,401	\$2,463.46	\$2,512.73
2 – Residential	Per Unit	2,401 to 2,700	\$2,678.54	\$2,732.11
3 – Residential	Per Unit	2,701 to 3,000	\$2,840.83	\$2,897.65
4 – Residential	Per Unit	3,001 to 3,300	\$3,055.91	\$3,117.03
5 – Residential	Per Unit	Greater than 3,300	\$3,553.35	\$3,624.42
6 – Non Residential	Per Acre	N/A	\$16,497.44	\$16,827.39
7 – Undeveloped	Per Acre	N/A	\$16,497.44	\$16,827.39

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "U"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,401	\$2,512.73	\$2,512.73
2 – Residential	Per Unit	2,401 to 2,700	\$2,732.11	\$2,732.11
3 – Residential	Per Unit	2,701 to 3,000	\$2,897.65	\$2,897.65
4 – Residential	Per Unit	3,001 to 3,300	\$3,117.03	\$3,117.03
5 – Residential	Per Unit	Greater than 3,300	\$3,624.42	\$3,624.42
6 – Non Residential	Per Acre	N/A	\$16,827.39	\$16,827.39
7 – Undeveloped	Per Acre	N/A	\$16,827.39	\$16,827.39

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

**EXHIBIT "V"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Greater than 2,199	\$1,939.11	\$1,977.89
2 – Residential	Per Unit	1,800 to 2,199	\$1,875.73	\$1,913.24
3 – Residential	Per Unit	1,501 to 1,799	\$1,750.25	\$1,785.26
4 – Residential	Per Unit	Less than 1,501	\$1,560.09	\$1,591.29

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "V"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,199	\$1,977.89	\$1,977.89
2 – Residential	Per Unit	1,800 to 2,199	\$1,913.24	\$1,913.24
3 – Residential	Per Unit	1,501 to 1,799	\$1,785.26	\$1,785.26
4 – Residential	Per Unit	Less than 1,501	\$1,591.29	\$1,591.29

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**EXHIBIT "W"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,201	\$2,521.56	\$2,571.99
2 – Residential	Per Unit	2,201 to 2,400	\$2,762.77	\$2,818.03
3 – Residential	Per Unit	2,401 to 2,600	\$3,064.91	\$3,126.21
4 – Residential	Per Unit	2,601 to 2,800	\$3,125.84	\$3,188.36
5 – Residential	Per Unit	2,801 to 3,000	\$3,306.13	\$3,372.25
6 – Residential	Per Unit	3,001 to 3,200	\$3,390.68	\$3,458.49
7 – Residential	Per Unit	Greater than 3,200	\$3,584.64	\$3,656.33

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "W"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,201	\$2,571.99	\$2,571.99
2 – Residential	Per Unit	2,201 to 2,400	\$2,818.03	\$2,818.03
3 – Residential	Per Unit	2,401 to 2,600	\$3,126.21	\$3,126.21
4 – Residential	Per Unit	2,601 to 2,800	\$3,188.36	\$3,188.36
5 – Residential	Per Unit	2,801 to 3,000	\$3,372.25	\$3,372.25
6 – Residential	Per Unit	3,001 to 3,200	\$3,458.49	\$3,458.49
7 – Residential	Per Unit	Greater than 3,200	\$3,656.33	\$3,656.33

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "X"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,500	\$3,040.05	\$3,100.85
2 – Residential	Per Unit	2,500 to 2,800	\$3,416.79	\$3,485.13
3 – Residential	Per Unit	2,801 to 3,100	\$3,587.13	\$3,658.87
4 – Residential	Per Unit	3,101 to 3,400	\$3,829.59	\$3,906.18
5 – Residential	Per Unit	Greater than 3,400	\$4,023.55	\$4,104.02

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.**

**EXHIBIT "X"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS  
IMPROVEMENT AREA NO. 4  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,500	\$3,100.85	\$3,100.85
2 – Residential	Per Unit	2,500 to 2,800	\$3,485.13	\$3,485.13
3 – Residential	Per Unit	2,801 to 3,100	\$3,658.87	\$3,658.87
4 – Residential	Per Unit	3,101 to 3,400	\$3,906.18	\$3,906.18
5 – Residential	Per Unit	Greater than 3,400	\$4,104.02	\$4,104.02

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "Y"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

**Zone A**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,800	\$2,409.98	\$2,458.18
2 – Residential	Per Unit	2,800 to 2,999	\$2,638.95	\$2,691.73
3 – Residential	Per Unit	3,000 to 3,199	\$2,905.44	\$2,963.55
4 – Residential	Per Unit	3,200 to 3,399	\$3,083.95	\$3,145.63
5 – Residential	Per Unit	Greater than 3,399	\$3,337.50	\$3,404.25

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**Zone B**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 3,200	\$3,719.11	\$3,793.49
2 – Residential	Per Unit	3,200 to 3,399	\$3,909.27	\$3,987.46
3 – Residential	Per Unit	3,400 to 3,799	\$4,037.34	\$4,118.09
4 – Residential	Per Unit	3,800 to 3,999	\$4,345.28	\$4,432.19
5 – Residential	Per Unit	Greater than 3,999	\$4,609.12	\$4,701.30

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit**

**EXHIBIT "Y"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone A**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,800	\$2,458.18	\$2,458.18
2 – Residential	Per Unit	2,800 to 2,999	\$2,691.73	\$2,691.73
3 – Residential	Per Unit	3,000 to 3,199	\$2,963.55	\$2,963.55
4 – Residential	Per Unit	3,200 to 3,399	\$3,145.63	\$3,145.63
5 – Residential	Per Unit	Greater than 3,399	\$3,404.25	\$3,404.25

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**Zone B**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 3,200	\$3,793.49	\$3,793.49
2 – Residential	Per Unit	3,200 to 3,399	\$3,987.46	\$3,987.46
3 – Residential	Per Unit	3,400 to 3,799	\$4,118.09	\$4,118.09
4 – Residential	Per Unit	3,800 to 3,999	\$4,432.19	\$4,432.19
5 – Residential	Per Unit	Greater than 3,999	\$4,701.30	\$4,701.30

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.

**EXHIBIT "Z"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,176	\$2,716.57	\$2,770.90
2 – Residential	Per Unit	2,176 to 2,475	\$3,161.72	\$3,224.95
3 – Residential	Per Unit	2,476 to 2,775	\$3,194.70	\$3,258.59
4 – Residential	Per Unit	2,776 to 3,075	\$3,362.10	\$3,429.34
5 – Residential	Per Unit	3,076 to 3,375	\$3,584.05	\$3,655.73
6 – Residential	Per Unit	Greater than 3,375	\$4,328.50	\$4,415.07
7 – Non-Residential	Per Acre	N/A	\$19,892.37	\$20,290.22
8 – Undeveloped	Per Acre	N/A	\$19,892.37	\$20,290.22

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "Z"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,176	\$2,770.90	\$2,770.90
2 – Residential	Per Unit	2,176 to 2,475	\$3,224.95	\$3,224.95
3 – Residential	Per Unit	2,476 to 2,775	\$3,258.59	\$3,258.59
4 – Residential	Per Unit	2,776 to 3,075	\$3,429.34	\$3,429.34
5 – Residential	Per Unit	3,076 to 3,375	\$3,655.73	\$3,655.73
6 – Residential	Per Unit	Greater than 3,375	\$4,415.07	\$4,415.07
7 – Non-Residential	Per Acre	N/A	\$20,290.22	\$20,290.22
8 – Undeveloped	Per Acre	N/A	\$20,290.22	\$20,290.22

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "AA"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,300	\$3,112.26	\$3,174.51
2 – Residential	Per Unit	2,300 to 2,600	\$3,278.40	\$3,343.97
3 – Residential	Per Unit	Greater than 2,600	\$3,433.13	\$3,501.79
4 – Undeveloped	Per Acre	N/A	\$21,570.25	\$22,001.66

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**EXHIBIT "AA"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,300	\$3,174.51	\$3,174.51
2 – Residential	Per Unit	2,300 to 2,600	\$3,343.97	\$3,343.97
3 – Residential	Per Unit	Greater than 2,600	\$3,501.79	\$3,501.79
4 – Undeveloped	Per Acre	N/A	\$22,001.66	\$22,001.66

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

**EXHIBIT "BB"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-2  
MONUMENT PARK ESTATES  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 1,801	\$2,628.49	\$2,681.06
2 – Residential	Per Unit	1,801 to 2,000	\$2,869.70	\$2,927.09
3 – Residential	Per Unit	2,001 to 2,200	\$3,063.67	\$3,124.94
4 – Residential	Per Unit	2,201 to 2,400	\$3,184.28	\$3,247.97
5 – Residential	Per Unit	2,401 to 2,600	\$3,304.88	\$3,370.98
6 – Residential	Per Unit	Greater than 2,600	\$3,510.04	\$3,580.24
7 – Undeveloped	Per Acre	N/A	\$18,487.73	\$18,857.48

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "BB"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-2  
MONUMENT PARK ESTATES  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 1,801	\$2,681.06	\$2,681.06
2 – Residential	Per Unit	1,801 to 2,000	\$2,927.09	\$2,927.09
3 – Residential	Per Unit	2,001 to 2,200	\$3,124.94	\$3,124.94
4 – Residential	Per Unit	2,201 to 2,400	\$3,247.97	\$3,247.97
5 – Residential	Per Unit	2,401 to 2,600	\$3,370.98	\$3,370.98
6 – Residential	Per Unit	Greater than 2,600	\$3,580.24	\$3,580.24
7 – Undeveloped	Per Acre	N/A	\$18,857.48	\$18,857.48

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "CC"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-3, ALDER  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,000	\$2,720.50	\$2,774.91
2 – Residential	Per Unit	2,000 to 2,199	\$2,965.44	\$3,024.75
3 – Residential	Per Unit	2,200 to 2,399	\$3,087.29	\$3,149.04
4 – Residential	Per Unit	2,400 to 2,599	\$3,209.14	\$3,273.32
5 – Residential	Per Unit	2,600 to 2,799	\$3,319.80	\$3,386.20
6 – Residential	Per Unit	2,800 and Greater	\$3,527.45	\$3,598.00
7 – Undeveloped	Per Acre	N/A	\$17,771.54	\$18,126.97

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.**

**EXHIBIT "CC"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2006-3, ALDER  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 2,750	\$2,774.91	\$2,774.91
2 – Residential	Per Unit	2,500 to 2,749	\$3,024.75	\$3,024.75
3 – Residential	Per Unit	2,250 to 2,499	\$3,149.04	\$3,149.04
4 – Residential	Per Unit	2,000 to 2,249	\$3,273.32	\$3,273.32
5 – Residential	Per Unit	1,750 to 1,999	\$3,386.20	\$3,386.20
6 – Residential	Per Unit	2,800 and Greater	\$3,598.00	\$3,598.00
7 – Undeveloped	Per Acre	N/A	\$18,126.97	\$18,126.97

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

**EXHIBIT "DD"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Less than 2,200	\$2,565.98	\$2,617.30
2 – Residential	Per Unit	2,200 to 2,499	\$2,863.41	\$2,920.68
3 – Residential	Per Unit	2,500 to 2,799	\$3,153.53	\$3,216.60
4 – Residential	Per Unit	2,800 to 3,099	\$3,342.48	\$3,409.33
5 – Residential	Per Unit	3,100 to 3,399	\$3,565.55	\$3,636.86
6 – Residential	Per Unit	3,400 to 3,699	\$3,754.50	\$3,829.59
7 – Residential	Per Unit	3,700 and Greater	\$3,943.44	\$4,022.31
8 – Undeveloped	Per Acre	N/A	\$21,059.34	\$21,480.53

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
201 – Residential	Per Unit	Less than 2,200	\$2,681.78	\$2,735.42
2 – Residential	Per Unit	2,200 to 2,499	\$2,988.97	\$3,048.75
3 – Residential	Per Unit	2,500 to 2,799	\$3,287.62	\$3,353.37
4 – Residential	Per Unit	2,800 to 3,099	\$3,483.88	\$3,553.56
5 – Residential	Per Unit	3,100 to 3,399	\$3,714.27	\$3,788.56
6 – Residential	Per Unit	3,400 to 3,699	\$3,910.53	\$3,988.74
7 – Residential	Per Unit	3,700 and Greater	\$4,105.57	\$4,187.68
8 – Undeveloped	Per Acre	N/A	\$21,750.51	\$22,185.52

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**EXHIBIT “DD”**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone 1**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,200	\$2,617.30	\$2,617.30
2 – Residential	Per Unit	2,200 to 2,499	\$2,920.68	\$2,920.68
3 – Residential	Per Unit	2,500 to 2,799	\$3,216.60	\$3,216.60
4 – Residential	Per Unit	2,800 to 3,099	\$3,409.33	\$3,409.33
5 – Residential	Per Unit	3,100 to 3,399	\$3,636.86	\$3,636.86
6 – Residential	Per Unit	3,400 to 3,699	\$3,829.59	\$3,829.59
7 – Residential	Per Unit	3,700 and Greater	\$4,022.31	\$4,022.31
8 – Undeveloped	Per Acre	N/A	\$21,480.53	\$21,480.53

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**EXHIBIT "DD"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**Zone 2**

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Less than 2,200	\$2,735.42	\$2,735.42
2 – Residential	Per Unit	2,200 to 2,499	\$3,048.75	\$3,048.75
3 – Residential	Per Unit	2,500 to 2,799	\$3,353.37	\$3,353.37
4 – Residential	Per Unit	2,800 to 3,099	\$3,553.56	\$3,553.56
5 – Residential	Per Unit	3,100 to 3,399	\$3,788.56	\$3,788.56
6 – Residential	Per Unit	3,400 to 3,699	\$3,988.74	\$3,988.74
7 – Residential	Per Unit	3,700 and Greater	\$4,187.68	\$4,187.68
8 – Undeveloped	Per Acre	N/A	\$22,185.52	\$22,185.52

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

**EXHIBIT "EE"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Greater than 3,150	\$1,815.72	\$1,852.03
2 – Residential	Per Unit	2,951 to 3,150	\$1,616.22	\$1,648.54
3 – Residential	Per Unit	2,751 to 2,950	\$1,576.95	\$1,608.49
4 – Residential	Per Unit	2,551 to 2,750	\$1,452.79	\$1,481.85
5 – Residential	Per Unit	2,351 to 2,550	\$1,385.93	\$1,413.65
6 – Residential	Per Unit	2,151 to 2,350	\$1,279.81	\$1,305.41
7 – Residential	Per Unit	1,951 to 2,150	\$1,173.69	\$1,197.16
8 – Residential	Per Unit	1,751 to 1,950	\$1,028.31	\$1,048.88
9 – Residential	Per Unit	Less than 1,750	\$851.08	\$868.10
10 – Undeveloped	Per Acre	N/A	\$8,447.21	\$8,616.15

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the**

**EXHIBIT "EE"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 1  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,852.03	\$1,852.03
2 – Residential	Per Unit	2,951 to 3,150	\$1,648.54	\$1,648.54
3 – Residential	Per Unit	2,751 to 2,950	\$1,608.49	\$1,608.49
4 – Residential	Per Unit	2,551 to 2,750	\$1,481.85	\$1,481.85
5 – Residential	Per Unit	2,351 to 2,550	\$1,413.65	\$1,413.65
6 – Residential	Per Unit	2,151 to 2,350	\$1,305.41	\$1,305.41
7 – Residential	Per Unit	1,951 to 2,150	\$1,197.16	\$1,197.16
8 – Residential	Per Unit	1,751 to 1,950	\$1,048.88	\$1,048.88
9 – Residential	Per Unit	Less than 1,750	\$868.10	\$868.10
10 – Undeveloped	Per Acre	N/A	\$8,616.15	\$8,616.15

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Greater than 3,150	\$1,815.72	\$1,852.03
2 – Residential	Per Unit	2,951 to 3,150	\$1,616.22	\$1,648.54
3 – Residential	Per Unit	2,751 to 2,950	\$1,576.95	\$1,608.49
4 – Residential	Per Unit	2,551 to 2,750	\$1,452.79	\$1,481.85
5 – Residential	Per Unit	2,351 to 2,550	\$1,385.93	\$1,413.65
6 – Residential	Per Unit	2,151 to 2,350	\$1,279.81	\$1,305.41
7 – Residential	Per Unit	1,951 to 2,150	\$1,173.69	\$1,197.16
8 – Residential	Per Unit	1,751 to 1,950	\$1,028.31	\$1,048.88
9 – Residential	Per Unit	Less than 1,750	\$851.08	\$868.10
10 – Undeveloped	Per Acre	N/A	\$8,418.56	\$8,586.93

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the**

**EXHIBIT "FF"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 2  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,852.03	\$1,852.03
2 – Residential	Per Unit	2,951 to 3,150	\$1,648.54	\$1,648.54
3 – Residential	Per Unit	2,751 to 2,950	\$1,608.49	\$1,608.49
4 – Residential	Per Unit	2,551 to 2,750	\$1,481.85	\$1,481.85
5 – Residential	Per Unit	2,351 to 2,550	\$1,413.65	\$1,413.65
6 – Residential	Per Unit	2,151 to 2,350	\$1,305.41	\$1,305.41
7 – Residential	Per Unit	1,951 to 2,150	\$1,197.16	\$1,197.16
8 – Residential	Per Unit	1,751 to 1,950	\$1,048.88	\$1,048.88
9 – Residential	Per Unit	Less than 1,750	\$868.10	\$868.10
10 – Undeveloped	Per Acre	N/A	\$8,586.93	\$8,586.93

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**EXHIBIT "GG"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

**1. Maximum Special Tax Progression**

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2019/2020 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	Maximum Special Tax Rate <sup>(1)</sup>	
			FY 2018/2019	FY 2019/2020
1 – Residential	Per Unit	Greater than 3,150	\$1,815.72	\$1,852.03
2 – Residential	Per Unit	2,951 to 3,150	\$1,616.22	\$1,648.54
3 – Residential	Per Unit	2,751 to 2,950	\$1,576.95	\$1,608.49
4 – Residential	Per Unit	2,551 to 2,750	\$1,452.79	\$1,481.85
5 – Residential	Per Unit	2,351 to 2,550	\$1,385.93	\$1,413.65
6 – Residential	Per Unit	2,151 to 2,350	\$1,279.81	\$1,305.41
7 – Residential	Per Unit	1,951 to 2,150	\$1,173.69	\$1,197.16
8 – Residential	Per Unit	1,751 to 1,950	\$1,028.31	\$1,048.88
9 – Residential	Per Unit	Less than 1,750	\$851.08	\$868.10
10 – Undeveloped	Per Acre	N/A	\$8,162.81	\$8,326.07

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**2. Proposed Special Tax Rate**

The following table summarizes the percent of the Fiscal Year 2019/2020 Proposed Special Tax Rate to the Fiscal Year 2019/2020 Maximum Special Tax Rate according to each land use classification.

**For Fiscal Year 2019/2020, the annual Special Tax Requirement (STR) will be determined.**

**In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the**

**EXHIBIT "GG"**

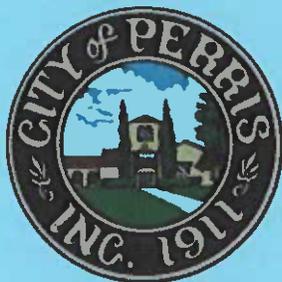
**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA  
IMPROVEMENT AREA NO. 3  
FISCAL YEAR 2019/2020 PROPOSED SPECIAL TAX LEVY**

previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

Land Use Class	Special Tax Rate Multiplier	Residential Floor Area (Sq Ft)	FY 2019/2020	
			Maximum Special Tax Rate <sup>(1)</sup>	Proposed Special Tax Rate
1 – Residential	Per Unit	Greater than 3,150	\$1,852.03	\$1,852.03
2 – Residential	Per Unit	2,951 to 3,150	\$1,648.54	\$1,648.54
3 – Residential	Per Unit	2,751 to 2,950	\$1,608.49	\$1,608.49
4 – Residential	Per Unit	2,551 to 2,750	\$1,481.85	\$1,481.85
5 – Residential	Per Unit	2,351 to 2,550	\$1,413.65	\$1,413.65
6 – Residential	Per Unit	2,151 to 2,350	\$1,305.41	\$1,305.41
7 – Residential	Per Unit	1,951 to 2,150	\$1,197.16	\$1,197.16
8 – Residential	Per Unit	1,751 to 1,950	\$1,048.88	\$1,048.88
9 – Residential	Per Unit	Less than 1,750	\$868.10	\$868.10
10 – Undeveloped	Per Acre	N/A	\$8,326.07	\$8,326.07

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Consideration to award a contract to RJM Design Group Inc. for professional architectural services and to appropriate funds for Copper Creek Park Project

**REQUESTED ACTION:** That the City Council award a contract to RJM Design Group Inc. for a total of \$33,990 for the professional architectural design services; Authorize the City Manager to enter into contract with RJM Design Group Inc.; and Appropriate \$50,000 from Industrial Park Development Impact Fund to Copper Creek Park Project Fund

**CONTACT:** Sabrina Chavez, Community Services Director 

### BACKGROUND/DISCUSSION:

Councilman Corona requested staff to assess the issues presented by residents primarily in regard to the safety of Copper Creek Park. Copper Creek Park is located on 217 Citrus Avenue, Perris CA, 92570. After further review and discussion, staff determined that the park issues would be best addressed through community engagement to gain information and feedback on the issues surrounding the park and subsequently consider the redesign of the park.

City Staff retained the services of Interwest Consulting Group for the community engagement to develop an innovative park design that will be embraced by the community. Interwest Consulting Group has extensive experience in community outreach and park development and submitted a proposal for a total of \$13,450. City Staff subsequently recommends RJM Design Group Inc. for the redesign and renovation of Copper Creek Park to address the safety concerns of residents and provide a sustainable solution. Respectfully, Staff recommends that the City Council award a contract to RJM Design Group Inc. for a total contract sum of \$33,990 for the professional architectural services for Copper Creek Park and appropriate funds for a total of \$50,000.

### BUDGET (or FISCAL) IMPACT:

Costs associated for redesign of Copper Creek Park requires City Council approval of a budget amendment in Fiscal Year 2018-2019, allocating a total amount of \$50,000 from the Industrial Park Development Impact Fund to Copper Creek Park Project Fund.

Prepared by: Eduardo Sida, Management Analyst

**REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_

Handwritten signatures in blue ink, including a signature that appears to be 'ES' and another more complex signature.

Attachments: Draft Community Works Design Group Contract Service Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**RJM DESIGN GROUP INC. FOR**  
**COPPER CREEK PARK DESIGN PROJECT**

This Contract Services Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Perris, a municipal corporation ("City"), and RJM Design Group Inc., a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

**2.0 COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of thirty three thousand nine hundred ninety dollars (**\$33,990**) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid monthly.

### 3.0 COORDINATION OF WORK

3.1 Representative of Consultant. \_\_\_\_\_ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

### 4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

#### 4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until December 31, 2020.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

## **6.0 MISCELLANEOUS**

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
RJM Design Group Inc.  
31591 Camino Capistrano  
San Juan Capistrano, Ca 92675

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

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

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

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

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

[END OF SIGNATURES]

**EXHIBIT "A"**

**SCOPE OF SERVICES**

See Attached proposal "Architectural Services for City of Perris- Copper Creek Park" dated May 14, 2019.

## **CITY OF PERRIS – COPPER CREEK PARK**

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### **SCOPE OF SERVICES**

In collaboration with City Staff, our Design Team shall review, elaborate upon, and clarify the overall objectives for the development of Copper Creek Park. We shall also verify the expected goals and criteria to be met within each phase of our services. During this review, we shall determine appropriate procedures to promote efficient working relationships and communication among all participants who need to interact with the Design Team.

We suggest the following logistical procedures to be refined and further determined with input from the City.

### **TASK 1. PROJECT FAMILIARIZATION and SITE ANALYSIS**

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Task 1 reflects the research and inventory phase of the project and the development of the baseline information from which community meetings and subsequent design decisions will be based.

Conduct kick-off meeting with the City of Perris to review project scope and objectives and refine time schedules.

#### **A. Project Familiarization**

1. Review pertinent background information regarding the Park. In general, we anticipate the City of Perris will provide all available maps, aerial topographic survey plans, reports, planning documents, utility plans, grading and construction “as-builts” documents. In the event that the City does not have a topographic aerial survey, we have noted the provision of such as an Optional Service in our fee schedule. The survey should provide for the mapping of existing grades with a one foot contour interval, existing improvements (curb, gutter, hardscape, structures, sidewalks, right-of-way), terrace drains, valve covers, manhole lids, drainage structures, water meters, trees with trunk locations and dbh (diameter at breast height), etc. Easements and site boundary are to be provided by the City.
2. Conduct visual field investigation with City to photo document existing conditions including: location and condition of existing elements, circulation, existing trees, vegetation, utilities, drainage, irrigation, topography, easements, physical limitations, external influences, accessibility, adjacent property relationships, infrastructure, uses, structures, walkways, exhibits, signage, roads, site safety, aesthetics, and views.
3. Review local codes and standards applicable to site development.

#### **B. Site Analysis/Opportunities And Constraints Exhibits**

The next task will be to document and map all the existing features of the site including those that will be opportunities and/or constraints to the park design enhancements. The exhibits will take the form of illustrative maps, photo boards and/or PowerPoint presentations that will be used to illustrate the key site issues of the project to community members and City officials to help narrate the story of the site, providing the backdrop for the community's input going forward.

Exhibits to include:

1. Site Photos depicting existing site elements and characteristics.
2. Character Images depicting site character, including site grading, views, and adjacent development.

3. Site Analysis Map(s) highlighting site features including:
  - Significant Vegetation
  - Drainage
  - Circulation - Pedestrian/Vehicular
  - Adjacent land uses
  - Utilities
  - Views
4. Opportunities and Constraints Map: depicts site features, that may influence (limit or encourage) design decisions.
5. Meet with City to review exhibits.

*MEETINGS: (1) Kick-Off Meeting with City  
 (1) Field Investigation with City  
 (1) Meeting with City to review exhibits and/or PowerPoint prior to community workshop*

*DELIVERABLES: Project Notes, Summaries, Topographic Base (Optional Service), Utilities Assessment, Site Photos and Character Imagery, Site Analysis, Opportunities/Constraints Exhibit*

**TASK 2. COMMUNITY DESIGN WORKSHOP NO. 1.**

The next task will be to work with the City in identifying members of the Perris Community that will be important in developing consensus as to the vision for the Copper Creek Park site. An outreach strategy shall be discussed with the City and Outreach Consultant as to the various participants and methods utilized to solicit their contribution during the Master Plan process.

As part of a Design Workshop Program, the consultant team will conduct a community workshop to solicit input as to the Community's goals for the parks development. Our firm's proven methodology for the workshop is as follows:

- A. Assist the City with the development of community meeting notice. The City or Outreach Consultant shall distribute the flyers and process the desired mailings.
- B. Questionnaire: Prepare draft questionnaire for Community Workshop #1.
- C. Prepare Site Awareness Workbook. Prepare workbook for site awareness tour. Field test workbook with City and refine.
- D. Design Charrette Workshop. The consultant shall conduct a 1/2 day site awareness tour and design charrette in a workshop setting with representatives of the Community, City Council, Park and Recreation Commission, City Staff, and interest groups. The City shall be responsible for set up and securing a facility to host the workshop event, preferably near the project site. The steps involved with this workshop are suggested as follows:
  - Welcome/introduction, purpose.
  - Process, opportunities/constraints.
  - Conduct awareness tour on-site during design workshop. In the event that the meeting takes place at night or inclement weather arises, RJM will prepare a virtual site awareness tour.
  - Discuss likes, dislikes, issues, and desired features/ideas.
  - Conduct design charrette where participants develop their design ideas/vision for the park.
  - Workshop Summary. Compile summary of workshop consensus items.

*MEETINGS: (1) Community Workshop Meeting*

*DELIVERABLES: Community meeting notices, Site Awareness Tour Workbook, Workshop Summary*

### **TASK 3. PRELIMINARY CONCEPTUAL PLAN / COMMUNITY MEETING #1**

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- A. Based upon information obtained through Workshop #1, prepare Conceptual Group Bubble Diagrams at appropriate scale showing spatial relationships for each potential feature/element. These plans will diagrammatically indicate the preferred elements intended for the park as identified by the workshop participants. These diagrammatic park plans will then be developed into a Consensus Bubble Diagram reflecting an “inclusive” compilation of the various Group Bubble Diagrams. This plan will distill the various Group Plans into one Consensus Bubble Diagram indicating the project’s conceptual layout of the various enhancement elements.
- B. Meet with City staff prior to Community Workshop #2 and Project Committee to review results from the workshop, including the Group and Consensus Bubble Diagrams.
- C. Review opportunities for water quality and the integration of environmental/sustainable elements throughout the park site.
- D. Develop Preliminary Conceptual Plan. This plan will provide an illustrative plan review for the proposed park site.
- E. Develop Preliminary Opinion of Probable Construction Cost Estimate based on approved Consensus Plan per City direction.
- F. Submit Preliminary Conceptual Plan Preliminary Statement of Probable Construction Cost Estimate to staff and project committee for review and comment.
- G. Conduct feedback Community Meeting #1. It is the goal of this workshop to meet with workshop #1 participants to present the Group Bubble Diagrams, Consensus Bubble Diagrams, and Preliminary Conceptual Plan and obtain comments.

*MEETINGS: (1) City Meeting to review Consensus Plan  
(1) Community Workshop Feedback Meeting #1*

*DELIVERABLES: Conceptual Group Bubble Diagrams  
(1) Consensus Bubble Diagram  
(1) Preliminary Design Plan  
(1) Preliminary Opinion of Probable Construction Cost Estimate*

### **TASK 4. CONCEPTUAL MASTER PLAN / COMMUNITY MEETING #2**

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- A. Prepare Final Conceptual Master Plan based on Community and City Staff input.
- B. Meet with City staff prior to Community Meeting #2 and Project Committee to review results from Workshop #2.

- C. Conduct Community Meeting #2. It is the goal of this workshop to present the Final Conceptual Master Plan to the community.
- D. Update Preliminary Opinion of Probable Construction Cost based upon the park Design Plan.
- E. Submit Final Conceptual Master Plan, and Statement of Probable Construction cost to the City for processing and approvals.
- F. Meet with Staff just prior to Council meeting to review Final Conceptual Master Plan and Statement of Probable Construction Cost Estimate, prior to presentation to the City Council.
- G. Attend (1) Commission and (1) City Council Public Hearing,

**MEETINGS:**                    *(1) Meeting with Staff*  
*(1) Presentation to Community (Meeting #2)*  
*(2) Public Hearings; (Parks and Recreation Commission;*  
*City Council)*

**DELIVERABLES:**            *(1) Refined Conceptual Design Plan*  
*(1) PowerPoint Presentation*  
*(1) Statement of Probable Construction Cost Estimate*

## **FEE SCHEDULE**

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of Copper Creek Park. This fee includes all costs to be incurred by RJM Design Group, Inc. with the exception of reimbursable expenses. Fees for the work are as follows:

<b><u>TASK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>FEE</u></b>
Task 1	Project Familiarization and Site Analysis	\$ 5,710.00
Task 2	Community Design Workshop No. 1	\$ 9,560.00
Task 3	Preliminary Conceptual Plan/Community Meeting #1	\$ 9,265.00
Task 4	Conceptual Master Plan/Community Meeting #2	\$ 6,955.00
	<b>Total:</b>	<b><u>\$31,490.00</u></b>

Note: This fee summary represents our current understanding of the project scope and complexity associated with an estimated construction budget of  $\pm$ \$2,300,000.00. The scope of work and associated fees are subject to refinement at Client's request.

Projected fees for design development, construction documents and construction administration range from \$230K to \$185K. Final fees for this work will be based on final approved Master Plan.

### **REIMBURSABLE EXPENSES** (Estimated Allowance \$2,500.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

### **PAYMENTS**

Payments are due and payable on a monthly basis following the completion of any substantial phase of work.

Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.

### **ADDITIONAL SERVICES**

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.

- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

**SUPPLEMENTAL SERVICES**

The following services will be performed at your request, and shall be considered additional services to the above, reimbursable on an hourly basis:

- A. A digital file AutoCAD base sheet with buildings, parking, preliminary layout of walkway/paving access, and existing grade conditions shall be provided by the City of Perris. If this is not available then it can be prepared as an additional service.
- B. Revisions to the preliminary landscape plan as a result of City Council review or significant site plan refinements shall be per the attached standard hourly rates.
- C. Revisions to the work following authorization by City to proceed with preliminary or concept design plans, changes in scope or modification of the project, design of and/or participation in work beyond the designated site.

**CONSULTANTS' HOURLY RATES**

Compensation for additional services will be billed hourly at our standard rates\* below:

**RIM DESIGN GROUP, INC.**

Principal Landscape Architect	\$175 - \$195 per hour
Associate Landscape Architect	\$160 - \$170 per hour
Landscape Architect	\$145 - \$155 per hour
Job Captain / Landscape Designer	\$130 - \$140 per hour
CADD Technician	\$115 - \$125 per hour
Graphics	\$100 per hour
Administrative Support	\$ 85 per hour

\*charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1<sup>st</sup> in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2020. Provisions for fee escalation pertain to all contract extensions and additional work.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

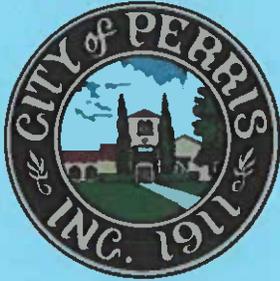
N/A

## EXHIBIT "C"

### SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" at an hourly rate described and not to exceed the contract sum of **\$33,990**. The following rates shall include all expenses incurred by Consultant in the performance of the required services. Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual hours utilized on the project.

See Attached RJM Architectural Fee Proposal in the amount of \$33,990



8.V.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Continuing Budget Resolution

**REQUESTED ACTION:** Recommend that the City Council approve a resolution continuing budgetary authority through August 31, 2019 or until the 2019/20 budget is adopted.

**CONTACT:** Ron Carr, Interim Finance Director 

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### BACKGROUND/DISCUSSION:

The City's 2019/20 budget was originally scheduled for consideration by the City Council on June 11, 2019. In order to allow for a more thorough vetting of the budget, as well as the formulation of certain long-term budgetary strategies, staff is recommending that consideration of the budget be moved to the July 30, 2019 City Council meeting.

The City's budgetary fiscal year will end on June 30, 2019, and to allow for expenditures to continue with the authorization of the City Council, a continuing resolution is recommended.

This recommendation was presented to and approved by the City's Ways and Means Committee on May 28, 2019.

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### BUDGET (or FISCAL) IMPACT:

None

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Prepared by: Ron Carr, Interim Finance Director

### REVIEWED BY:

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

Attachments: Continuing Budgetary Resolution  
Consent: X

**RESOLUTION NUMBER (next in order)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING A RESOLUTION TO CONTINUE THE BUDGET FOR FISCAL YEAR COMMENCING JULY 1, 2018 AND ENDING ON JUNE 30, 2019**

**WHEREAS**, the City has duly passed the Fiscal Year 2018-19 budget; and

**WHEREAS**, the presentation of the Fiscal Year 2019-20 operations budget is scheduled for City Council consideration on July 30, 2019; and

**WHEREAS**, the Fiscal year 2018-19 budget ends on June 30, 2019; and

**WHEREAS**, the City Council deems it appropriate to continue the operation of City services and contracts until the passage of the Fiscal Year 2019-20 budget; and

**WHEREAS**, State Law allows entities to pass a resolution continuing the prior year's operating budget.

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

**Section 1:** That the City Council of the City of Perris does continue the 2018-19 annual budget in full force and effect until August 31, 2019 or adoption of the Fiscal Year 2019-20 budget.

**ADOPTED, SIGNED and APPROVED** this 11<sup>th</sup> day of June, 2019.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

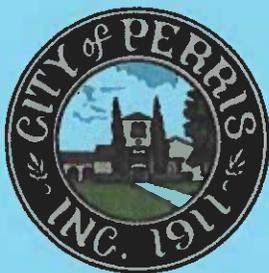
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11<sup>th</sup> day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Annual Engineer's Report for Maintenance District No. 84-1 (MD 84-1) for Fiscal Year 2019/2020

**REQUESTED ACTION:**

1. Open and close Public Hearing
2. Adoption of Resolution Confirming the Assessments under MD 84-1 for FY 2019/2020

**CONTACT:** Habib Motlagh, City Engineer

**BACKGROUND/DISCUSSION:** MD 84-1 includes residential tracts & commercial developments throughout the City as shown on the Assessment Diagram, Attachment 2. This District provides funding for the annual maintenance of street lights and traffic signals constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, each year certain proceedings are conducted by the City Council. On March 12, 2019, the City Council ordered preparation of the annual assessments and on May 14, 2019 approved a resolution stating the intention to levy annual assessments and hold a public hearing on June 11, 2019.

The annual assessment for a single family home (one benefit unit (BU)) is \$46.28. At 4.2 BU per acre, the annual assessment for non-residential properties is \$194.38 per acre.

**BUDGET (or FISCAL) IMPACT:** The total proposed assessment levy for FY 2019-2020 is \$912,624.32. This funding will provide for the energy and maintenance expense of 4,004 street lights and 69 traffic signals.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

Attachments:

1. Resolution Confirming the Assessments, Maintenance District No. 84-1 for Fiscal Year 2019/2020
2. Assessment Diagram

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019-2020**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”), on May 14, 2019, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Maintenance District Number 84-1 (the “District”) for the installation, construction, maintenance, servicing and operation of the public traffic signals and lighting and appurtenant facilities in the District; and

**WHEREAS**, the Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 22567, et seq., of the Code; and

**WHEREAS**, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

**WHEREAS**, the proposed Resolution of Intention fixed June 11, 2019, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2019-2020, and provided for notice of said hearing; and

**WHEREAS**, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

**WHEREAS**, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

**WHEREAS**, the hearing was duly opened and held by this City Council at the time and place for the hearing; and

**WHEREAS**, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter

in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

**WHEREAS**, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of traffic signals and public lighting and appurtenant facilities within the proposed District; and

**WHEREAS**, all the lots and lands within said District will be benefited by maintenance of the traffic signals and lighting.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

**Section 2.** Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public traffic signals and lighting improvements.

**Section 3.** Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

**Section 4.** Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer's Report on file with the City Clerk.

**Section 5.** Engineer's Report. That the Engineer's Report and the method of assessment and the diagram and assessment for Fiscal Year 2019-2020 as set forth in the Engineer's Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Maintenance District Number 84-1 and shall constitute the levy of an assessment for the Fiscal Year 2019-2020.

**Section 6.** Diagram and Assessment. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 7.** Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2019-2020 pursuant to the procedures set forth in Section 22620, et seq, of the Code.

**ADOPTED, SIGNED** and **APPROVED** this 11th day of June, 2019.

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

ATTEST:

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

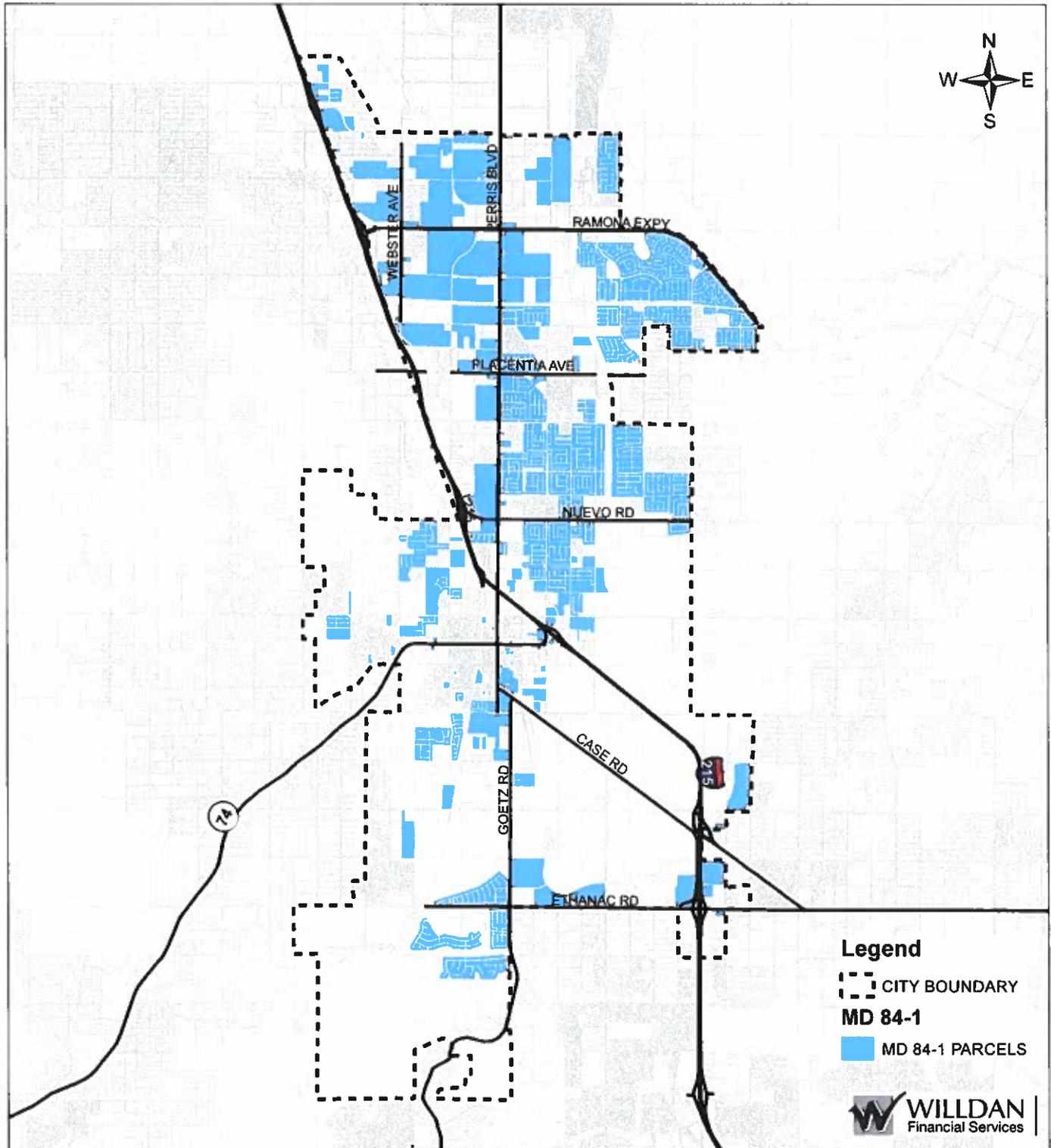
STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   ) §  
CITY OF PERRIS            )

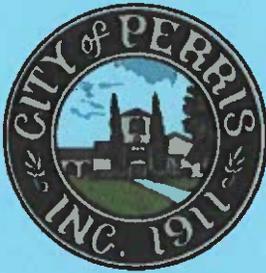
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

**DIAGRAM OF  
MAINTENANCE DISTRICT NO. 84-1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020**





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Annual Engineer's Report for Landscape Maintenance District No. 1 (LMD 1) for Fiscal Year 2019-2020

**REQUESTED ACTION:**

1. Open and close Public Hearing
2. Adoption of Resolution Confirming the Assessments under LMD 1 for FY 2019-2020

**CONTACT:** Habib Motlagh, City Engineer

**BACKGROUND/DISCUSSION:** LMD 1 includes residential tracts and commercial developments throughout the City. For a specific location, reference is made to Attachment 2 for the actual location of these areas. This District provides funding for the annual maintenance of landscape improvements constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, each year certain proceedings are conducted by the City Council. On March 12, 2019, the City Council ordered preparation of the annual assessments and on May 14, 2019 approved a resolution stating the intention to levy annual assessments and hold a public hearing on June 11, 2019.

**BUDGET (or FISCAL) IMPACT:** Ninety-six (96) benefit zones (BZ) and twelve sub-zones for parks will be assessed for Fiscal Year 2019-2020. The FY 2019-2020 assessments total \$2,536,568.94.

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Resolution Confirming the Assessments, Landscape Maintenance District No. 1 for Fiscal Year 2019-2020
2. Assessment Diagram

Consent:  
Public Hearing: x  
Business Item:  
Presentation:  
Other:

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019-2020**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”), on May 14, 2019, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Landscape Maintenance District Number 1 (the “District”) for the installation, construction, maintenance, servicing and operation of the public landscaping improvements and appurtenant facilities in the District; and

**WHEREAS**, the Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 22567, et seq., of the Code; and

**WHEREAS**, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

**WHEREAS**, the proposed Resolution of Intention fixed June 11, 2019, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2019-2020, and provided for notice of said hearing; and

**WHEREAS**, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

**WHEREAS**, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

**WHEREAS**, the hearing was duly opened and held by this City Council at the time and place for the hearing; and

**WHEREAS**, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter

in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

**WHEREAS**, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of public landscaping improvements and appurtenant facilities within the proposed District; and

**WHEREAS**, all the lots and lands within said District will be benefited by maintenance of the public landscaping improvements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

**Section 2.** Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public landscaping improvements and appurtenant facilities.

**Section 3.** Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

**Section 4.** Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer's Report on file with the City Clerk.

**Section 5.** Engineer's Report. That the Engineer's Report and the method of assessment and the diagram and assessment for Fiscal Year 2019-2020 as set forth in the Engineer's Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Landscape Maintenance District Number 1 and shall constitute the levy of an assessment for the Fiscal Year 2019-2020.

**Section 6.** Diagram and Assessment. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 7.** Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2019-2020 pursuant to the procedures set forth in Section 22620, et seq, of the Code.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 2019.

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

ATTEST:

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

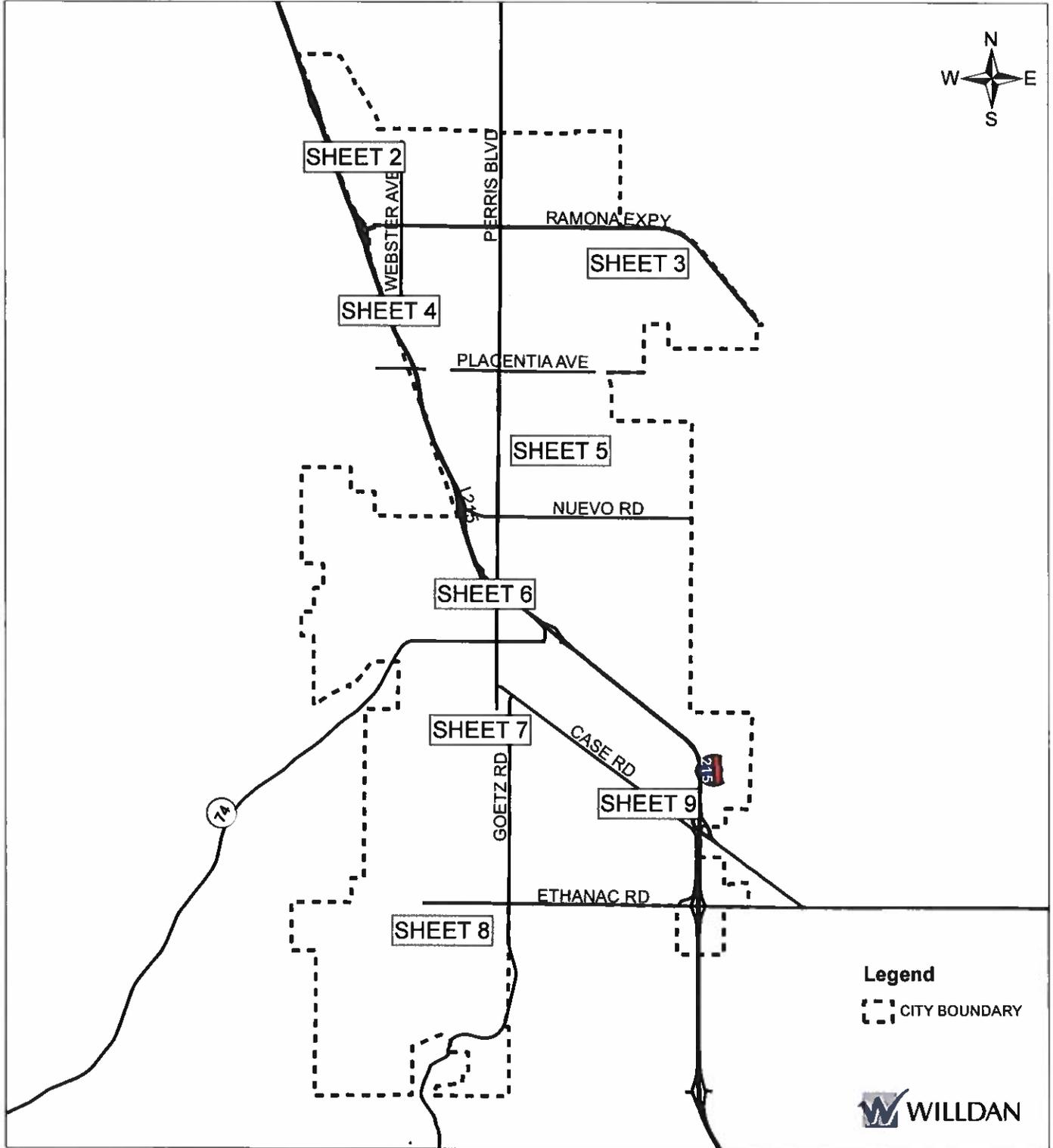
STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   ) §  
CITY OF PERRIS            )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

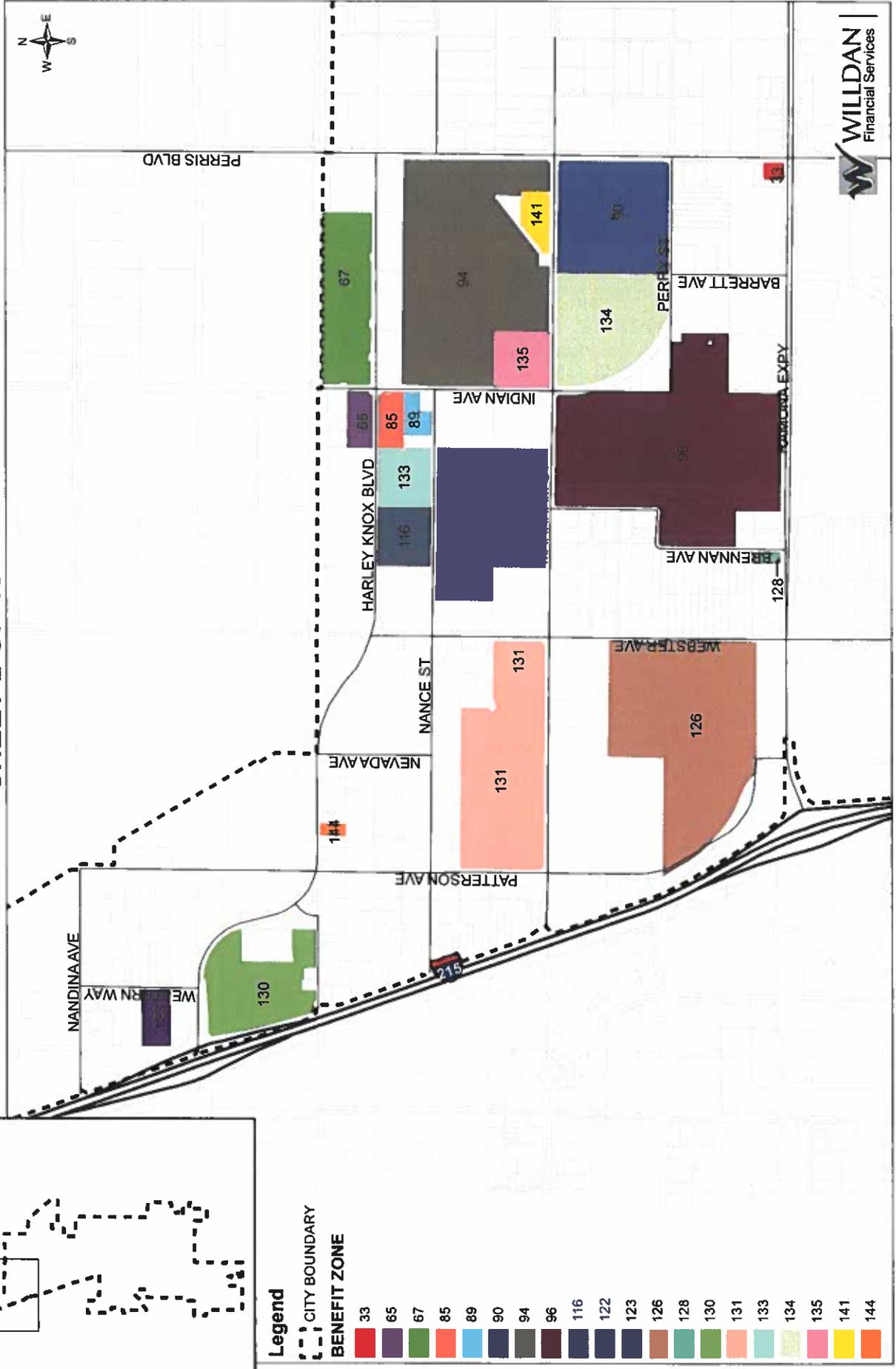
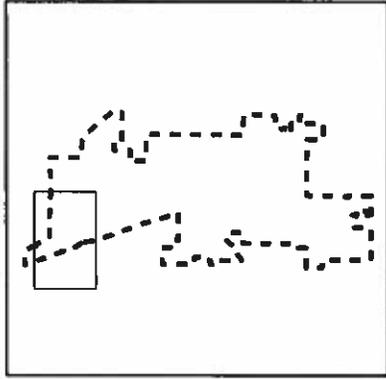
\_\_\_\_\_  
City Clerk, Nancy Salazar

**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 1 OF 10**



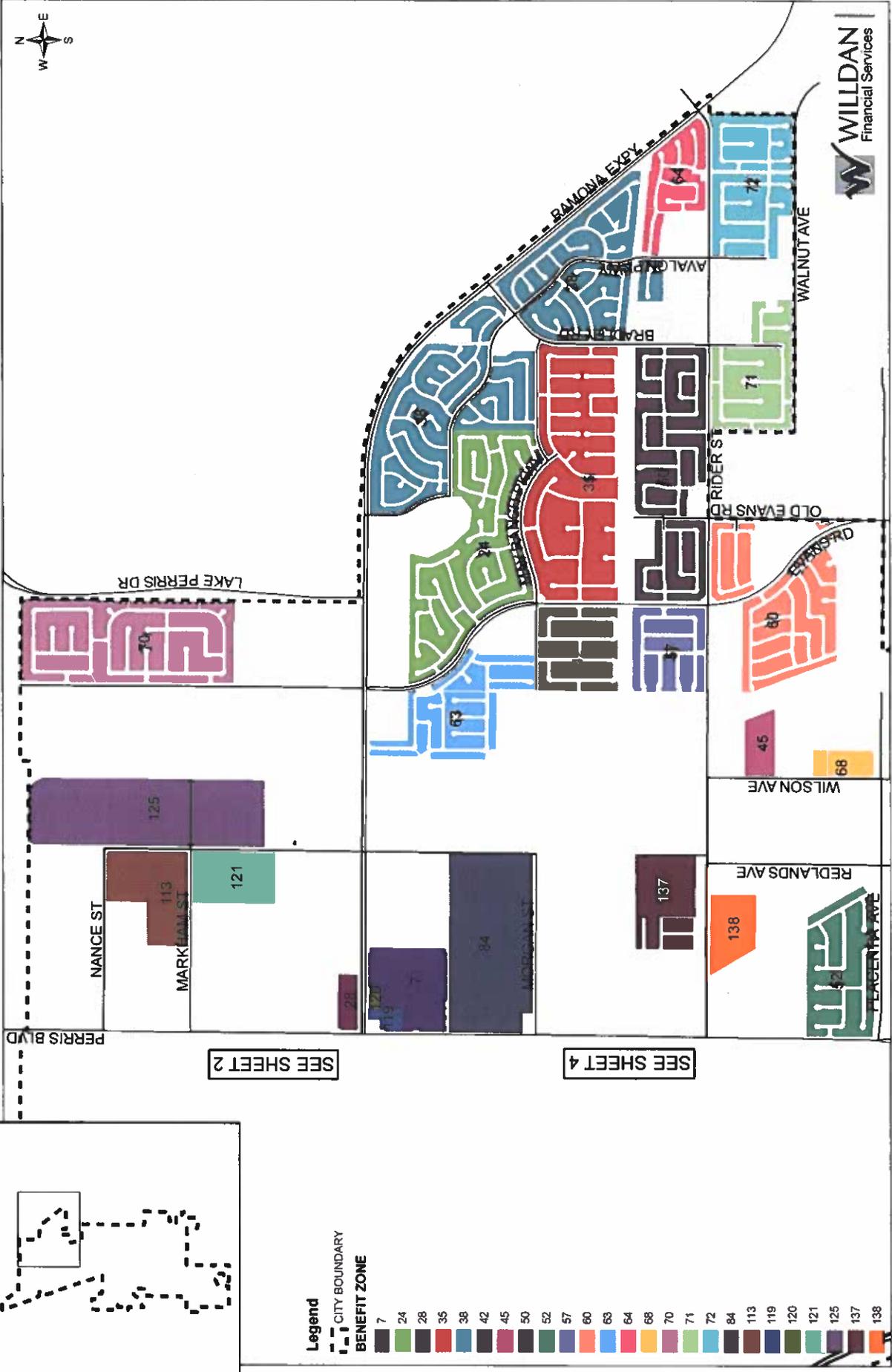
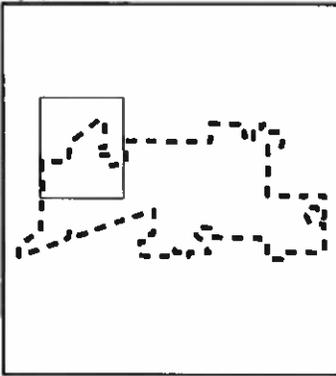
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 2 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 3 OF 10**

VICINITY MAP



SEE SHEET 2

SEE SHEET 4

**Legend**

--- CITY BOUNDARY

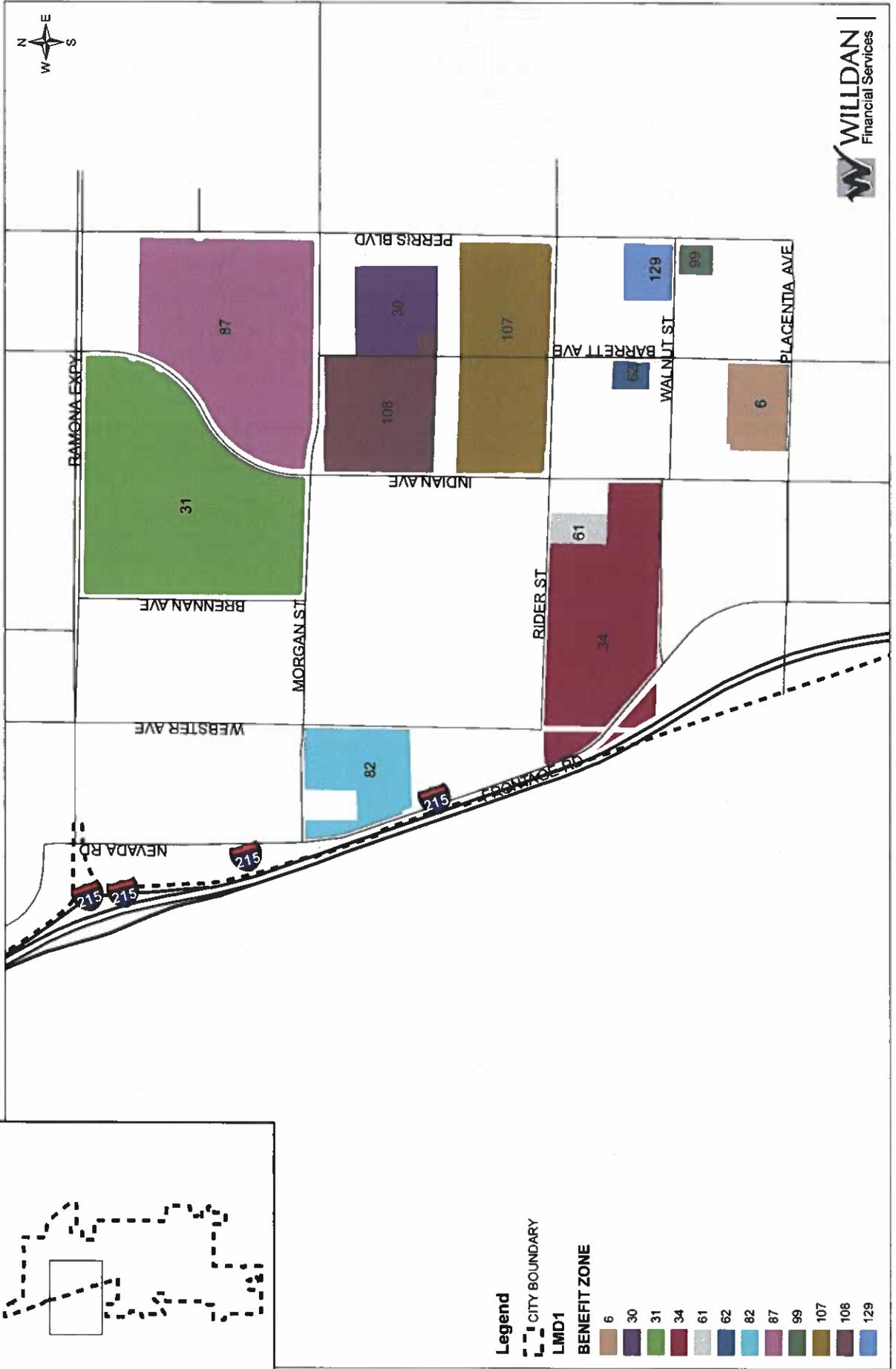
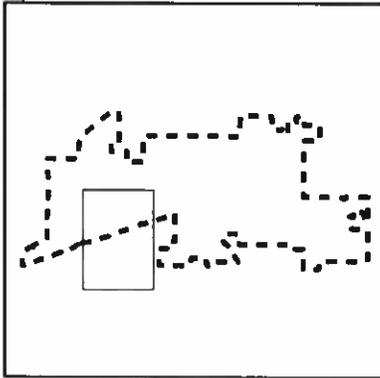
**BENEFIT ZONE**

7	24	28	35	38	42	45	50	52	57	60	63	64	68	70	71	72	84	113	119	120	121	125	137	138
---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 4 OF 10**

VICINITY MAP

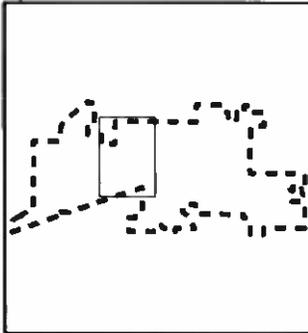


- Legend**
- CITY BOUNDARY
  - LMD1
- BENEFIT ZONE**
- 6
  - 30
  - 31
  - 34
  - 61
  - 62
  - 82
  - 87
  - 99
  - 107
  - 108
  - 129



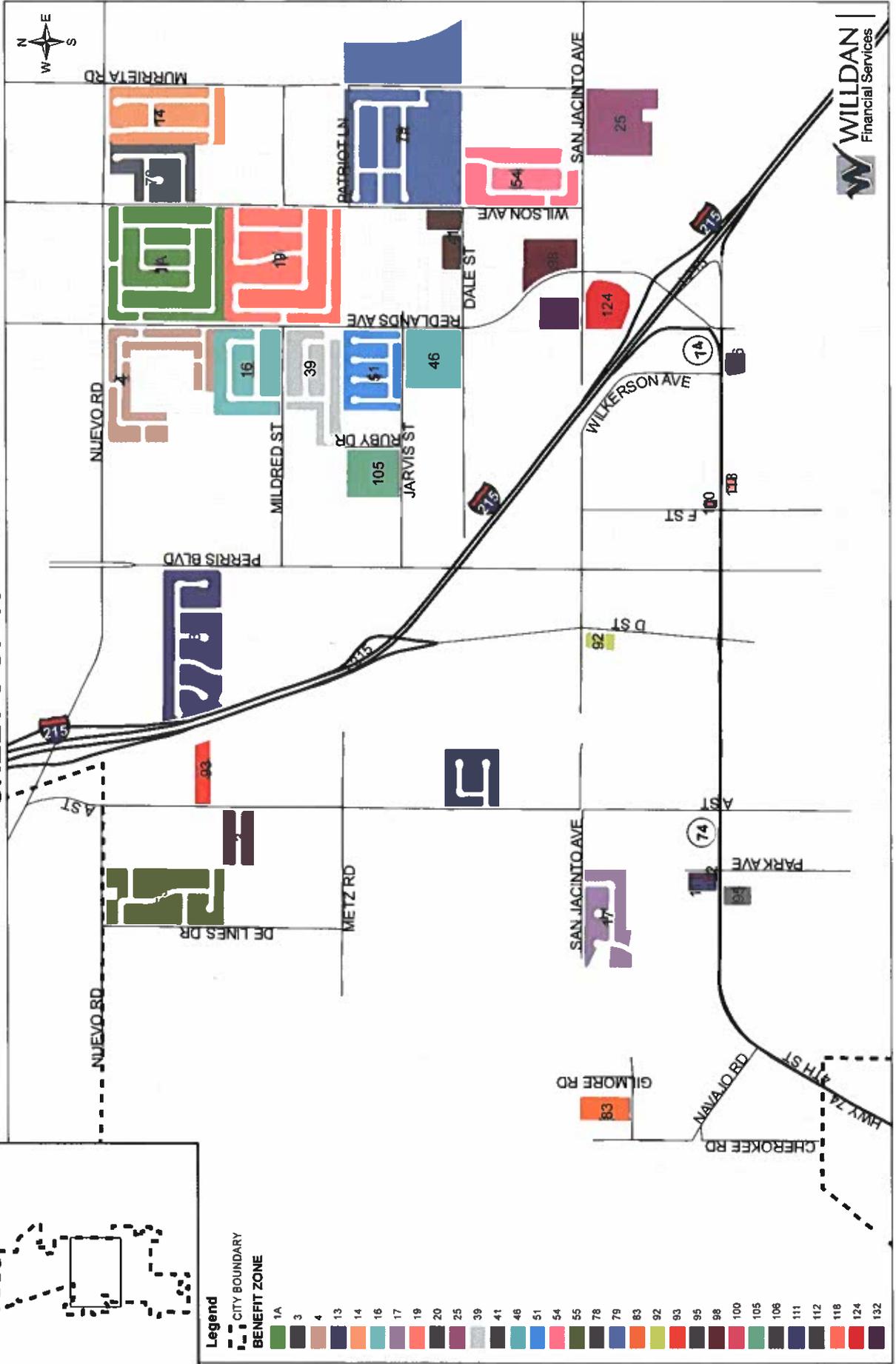
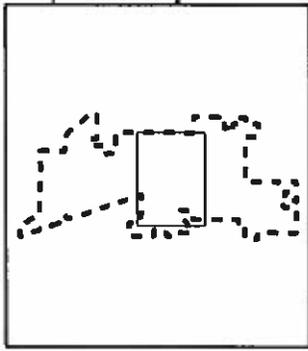
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 5 OF 10**

**VICINITY MAP**



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 6 OF 10**

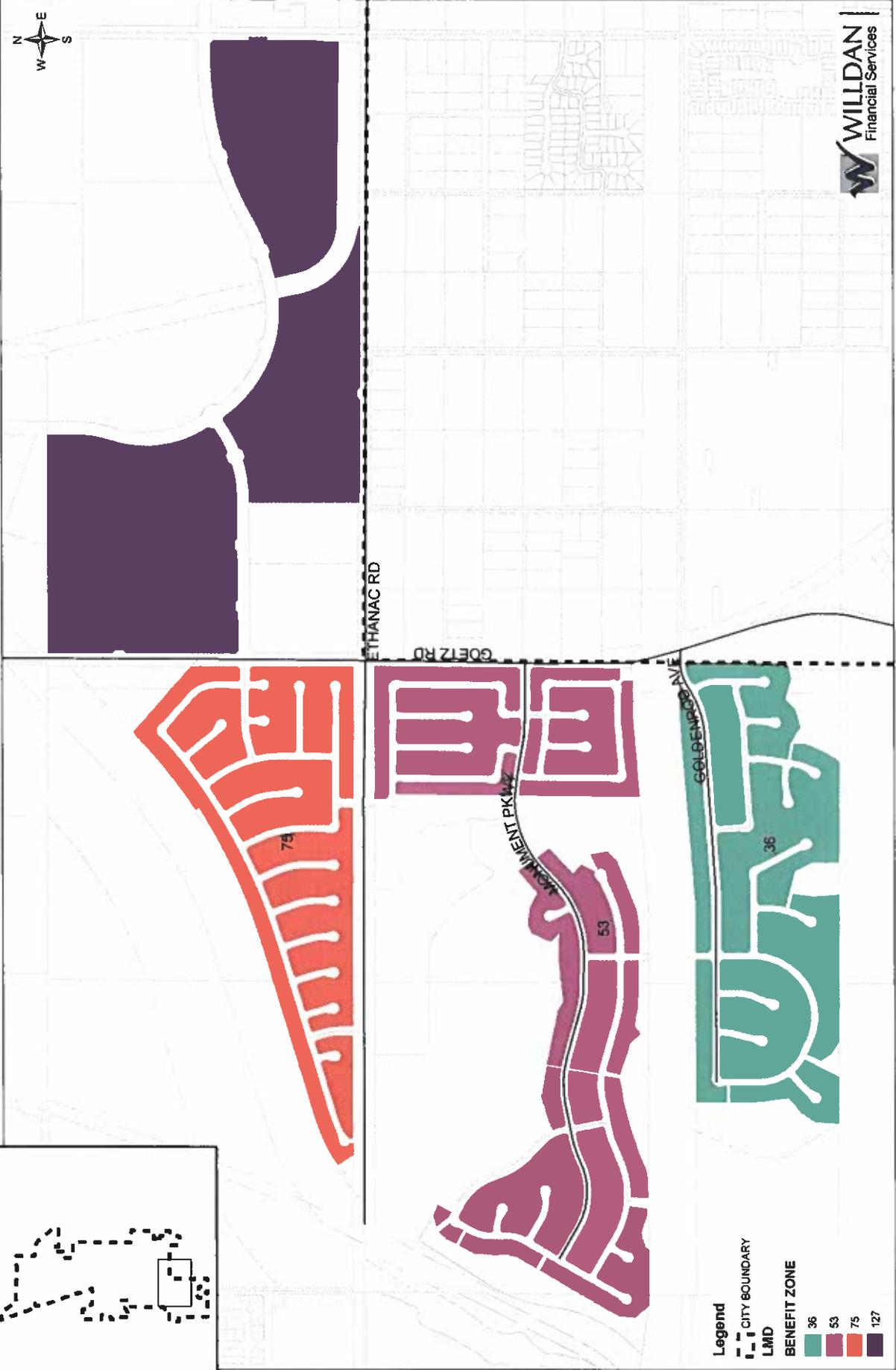
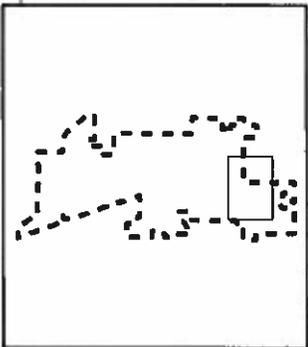
VICINITY MAP





**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 8 OF 10**

VICINITY MAP



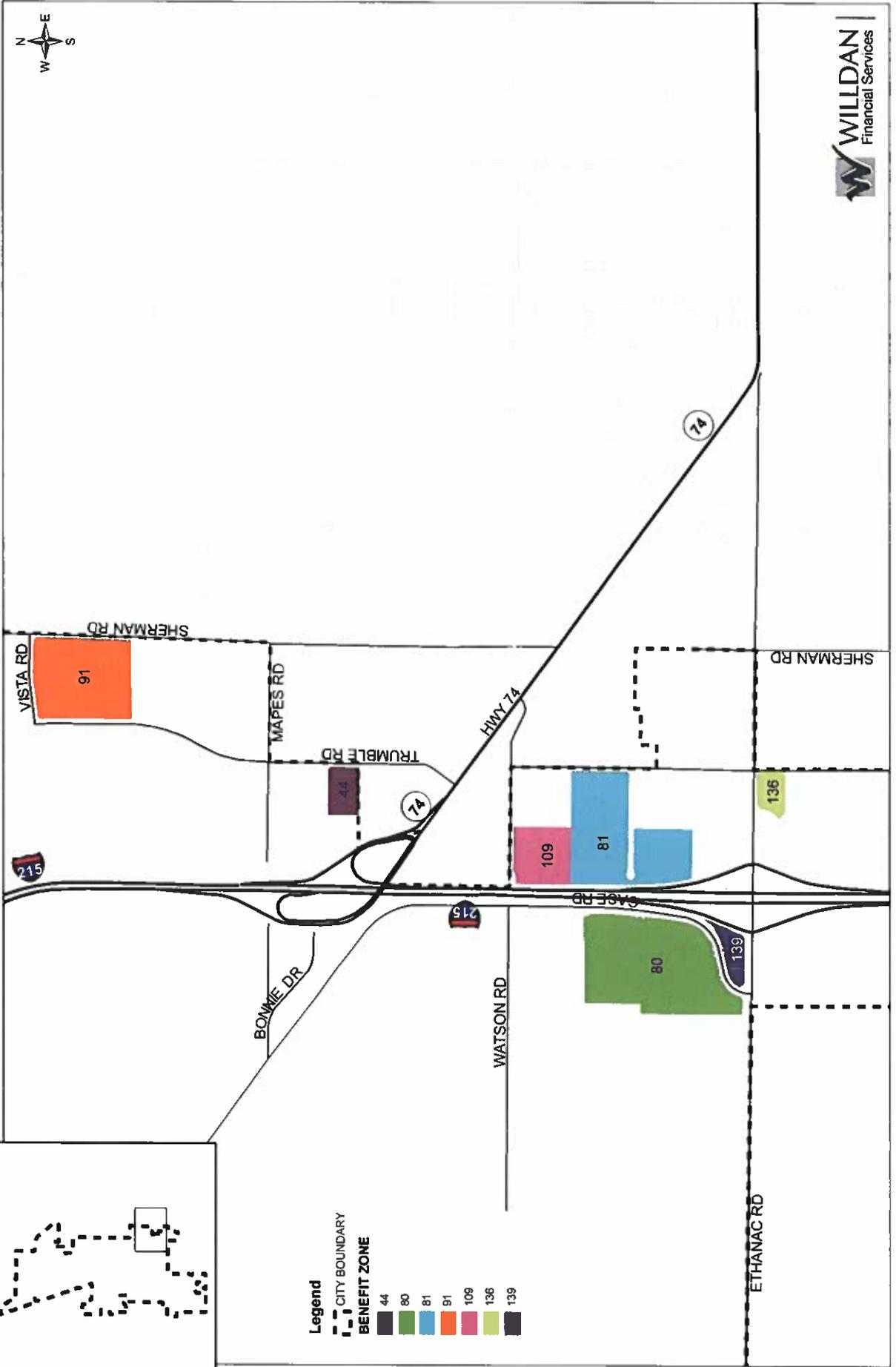
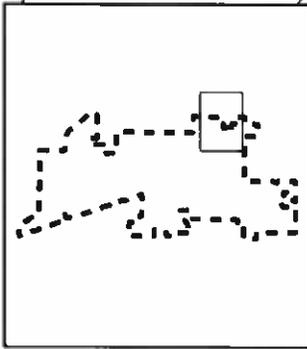
**Legend**

- CITY BOUNDARY
- LMD
- BENEFIT ZONE**
- 36
- 53
- 75
- 127



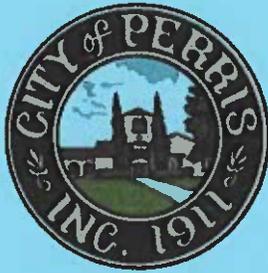
**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 9 OF 10**

VICINITY MAP



**DIAGRAM OF  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 10 OF 10**

ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)	ZONE	DESCRIPTION	SHEET	Assessed (Y/N)
1A	TT 20280	6	Y	49	TT 30751	5	Y	98	CUP 12-04-0015	6	Y
18	TT 17399	5	Y	50	TT 30490/30518	3	Y	99	PM 36576	4	Y
2	TT 19893	5	Y	51	TT 31114	6	Y	100	DPR 12-03-0006	6	Y
3	TT 21131	6	Y	52	TT 31241	3	Y	101	DPR 10-08-0009	7	Y
4	TT 20280	6	N	53	TT 30662/31564	8	Y	102	DPR 10-08-0009	7	Y
5	TT 20538	5	Y	54	TT 31678	6	Y	103	SOUTHEAST HS	5	Y
6	CUP 87/37	4	N	55	TT 31226	6	N	104	TR 30850	5	Y
7	TT 21771	3	N	56	TT 31201	7	Y	105	DPR 12-05-0013	6	Y
8	TT 22719	7	Y	57	TT 31178	3	Y	106	CUP 13-02-0014	6	Y
9	TT 22248	5	Y	58	PENDING			107	PM 36462, PARCEL 1	4	Y
10	SUPERCEDED BY B238			59	TT 29425	5	Y	108	PM 36462, PARCEL 2	4	Y
11	TT 22988	5	Y	60	TT 30773/31416	3	Y	109	CUP 13-07-0010	9	Y
12	TT 22988	5	Y	61	CUP 02-0215	4	N	110	SUPERCEDED BY BZ125		
13	TT 24081	6	Y	62	DPR 03-149	4	N	111	PTN WISE & KNIGHTS	6	N
14	TT 24541/23275	6	Y	63	TT 32262	3	Y	112	PTN WISE & KNIGHTS	6	N
15	TT 23825	5	Y	64	TT 33227/AMND 22832/ AMND 22833	3	Y	113	PM 36540	3	Y
16	TT 23838	6	Y	65	DPR 04-0343	2	Y	114	CLEARWATER ES	5	N
17	TT 22910	6	Y	66	TT 32793/33720	5	Y	115	DPR 14-00099	5	Y
18	TT 20645/31683	5	Y	67	PM 31832	2	Y	116	DPR 07-09-0018	2	Y
19	TT 20173	6	Y	68	PM 31743	3	N	117	CUP 14-09-0001	5	N
20	TT 24715	6	Y	69	TT 32769	7	N	118	CUP 15-05056	6	Y
21	TT 20211	5	Y	70	TT 32707/32708	3	Y	119	PM 37043 LOT 1	3	Y
22	TT 24809	7	Y	71	TT 30780	3	Y	120	PM 37043 LOT 2	3	Y
23	PM 26437	5	Y	72	TT 32249	3	Y	121	DPR 05-0477	3	Y
24	TT 24499	3	Y	73	TT 31660	5	Y	122	PM 36726	2	Y
25	DPR 08/92	6	N	74	TT 32428	5	Y	123	DPR 06-0140	2	Y
26	TT 27502	7	N	75	TT 31926	8	Y	124	PM 36266	6	N
27	PM 27544	5	Y	76	DPR 04-0314	5	Y	125	PM 36469	3	Y
28	PM 26618	3	N	77	PENDING			126	PM 36512/36582	2	Y
29	SUPERCEDED BY B286			78	TT 31651	6	N	127	TT 36988/36989/37262	8	N
30	DPR 99/0174	4	N	79	TT 31240	6	N	128	CUP 16-05237	2	N
31	PUP 99/0079	4	N	80	PM 33266	9	Y	129	CUP 02-0061	4	Y
32	CUP 99-0185	7	N	81	PM 34082	9	Y	130	PM 37055	2	Y
33	CUP 98/0081	2	N	82	PM 33759	4	N	131	PM 36678	2	N
34	DPR 97/0111	4	N	83	TT 34073	6	N	132	CUP 16-05189	6	N
35	TT 29654/29993/29994	3	Y	84	DPR 04-0464	3	Y	133	DPR 06-0059	2	Y
36	TT 28986	8	Y	85	DPR 06-0450	2	Y	134	PM 37187	2	Y
37	TT 24111	5	Y	86	CUP 06-0158	7	Y	135	DPR 16-00015	2	Y
38	TT 22831	3	Y	87	PM 35676	4	Y	136	CUP 16-05168	9	N
39	TT 30382	6	Y	88	TT 33549	7	N	137	PM 35268	3	N
40	TT 30144	5	Y	89	CUP 09-01-008	2	Y	138	DPR 06-0635	3	N
41	TT 26386	6	N	90	DPR 05-0192	2	Y	139	PM 35762	9	Y
42	TT 30380	3	Y	91	AQUATICS CTR	9	Y	140	PENDING		
43	DPR 01-0051	5	N	92	DPR 07-0045	6	Y	141	PCL 2, PM 33587	2	Y
44	DPR 02-0031	9	N	93	CUP 12-06-0012	6	Y	142	PENDING		
45	DPR 01-0210	3	N	94	PM 33587	2	Y	143	PENDING		
46	DPR 98-0071	6	N	95	DPR 12-07-0011	6	Y	144	PR 17-05194	2	Y
47	WOODWORK CREATIONS	7	N	96	PM 36010	2	Y				
48	PUP 99/0126	5	N	97	PM 34131	5	Y				



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Annual Engineer's Report for Flood Control Maintenance District No. 1 (FCMD 1) for Fiscal Year 2019-2020

**REQUESTED ACTION:**

1. Open and close Public Hearing
2. Adoption of Resolution Confirming the Assessments under FCMD 1 for FY 2019-2020

**CONTACT:** Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:** Flood Control Maintenance District No. 1 (FCMD 1) includes residential tracts and commercial developments throughout the City. For a specific location, reference is made to Attachment 2 for the actual location of these areas. This District provides funding for the annual maintenance of street and flood control improvements constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, an annual assessment is brought to the City Council for approval. On March 12, 2019, the City Council ordered the preparation of the assessments for FCMD 1 and on May 14, 2019 approved a resolution stating the Council's intention to levy annual assessments and hold a public hearing on June 11, 2019.

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**BUDGET (or FISCAL) IMPACT:** 74 flood benefit zones (FCBZ), and 20 street repair zones will be assessed in Fiscal Year 2019-2020. The assessments for FY 2019-2020 total \$2,036,626.38.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Resolution Confirming the Assessments under Maintenance District No. FCMD 1 for Fiscal Year 2019-2020
2. Assessment Diagram

Consent:  
Public Hearing: x  
Business Item:  
Presentation:  
Other:

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019-2020**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”), on May 14, 2019, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Flood Control Maintenance District Number 1 (the “District”) for the installation, construction, maintenance, servicing and operation of the public flood control improvements, streets and appurtenant facilities in the District; and

**WHEREAS**, the Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 54703, et seq., of the Government Code; and

**WHEREAS**, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

**WHEREAS**, the proposed Resolution of Intention fixed June 11, 2019, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2019-2020, and provided for notice of said hearing; and

**WHEREAS**, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

**WHEREAS**, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for posting of notice and this City Council hereby finds that notice was posted as required by law; and

**WHEREAS** the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

**WHEREAS**, the hearing was duly opened and held by this City Council at the time and place for the hearing; and

**WHEREAS**, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

**WHEREAS**, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of public flood control improvements, streets, and appurtenant facilities within the proposed District; and

**WHEREAS**, all the lots and lands within said District will be benefited by maintenance of the public flood control improvements and streets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris as follows:

**Section 1.** Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

**Section 2.** Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public flood control improvements, streets, and appurtenant facilities.

**Section 3.** Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

**Section 4.** Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer's Report on file with the City Clerk.

**Section 5.** Engineer's Report. That the Engineer's Report and the method of assessment and the diagram and assessment for Fiscal Year 2019-2020 as set forth in the Engineer's Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Flood Control Maintenance District Number 1 and shall constitute the levy of an assessment for the Fiscal Year 2019-2020.

**Section 6.** Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2019-2020.

**ADOPTED, SIGNED and APPROVED** this 11th day of June, 2019.

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

ATTEST:

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

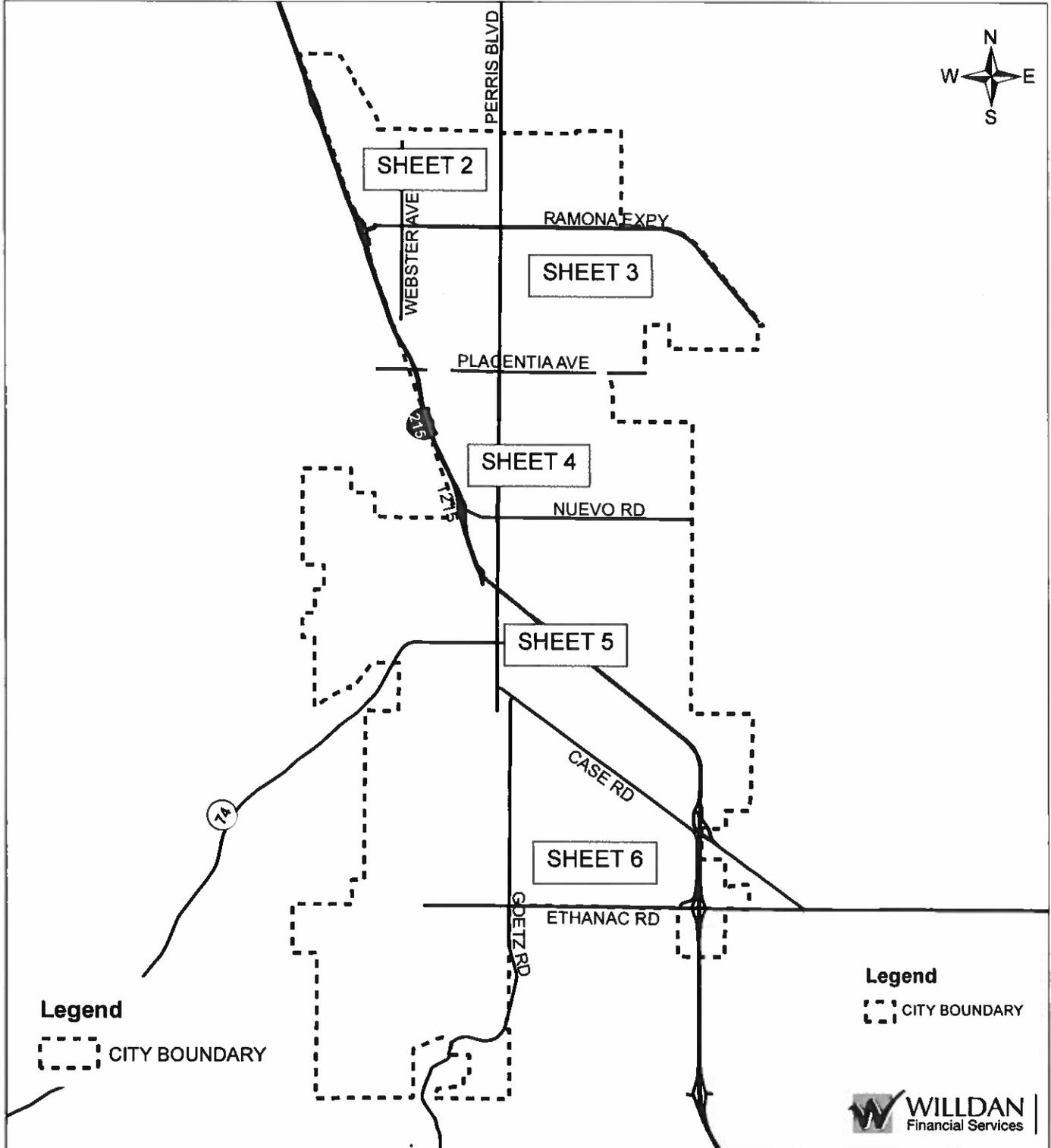
STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE    ) §  
CITY OF PERRIS            )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of June, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

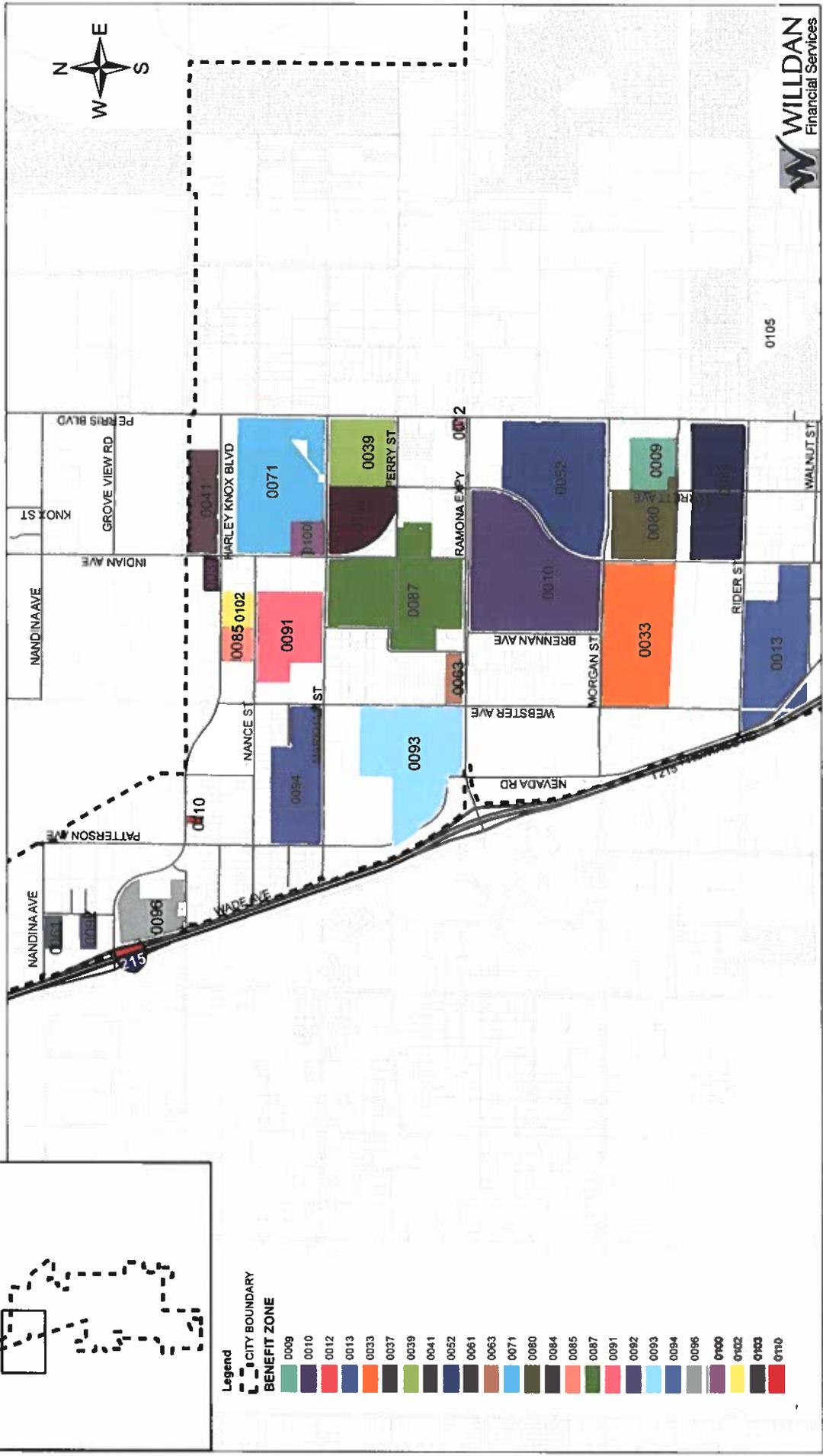
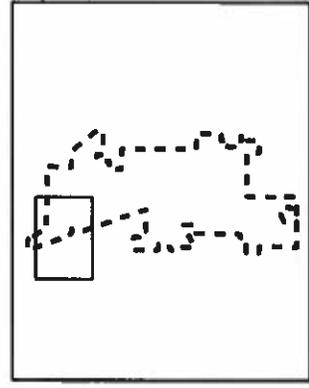
\_\_\_\_\_  
City Clerk, Nancy Salazar

**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 1 OF 7**



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 2 OF 7**

VICINITY MAP



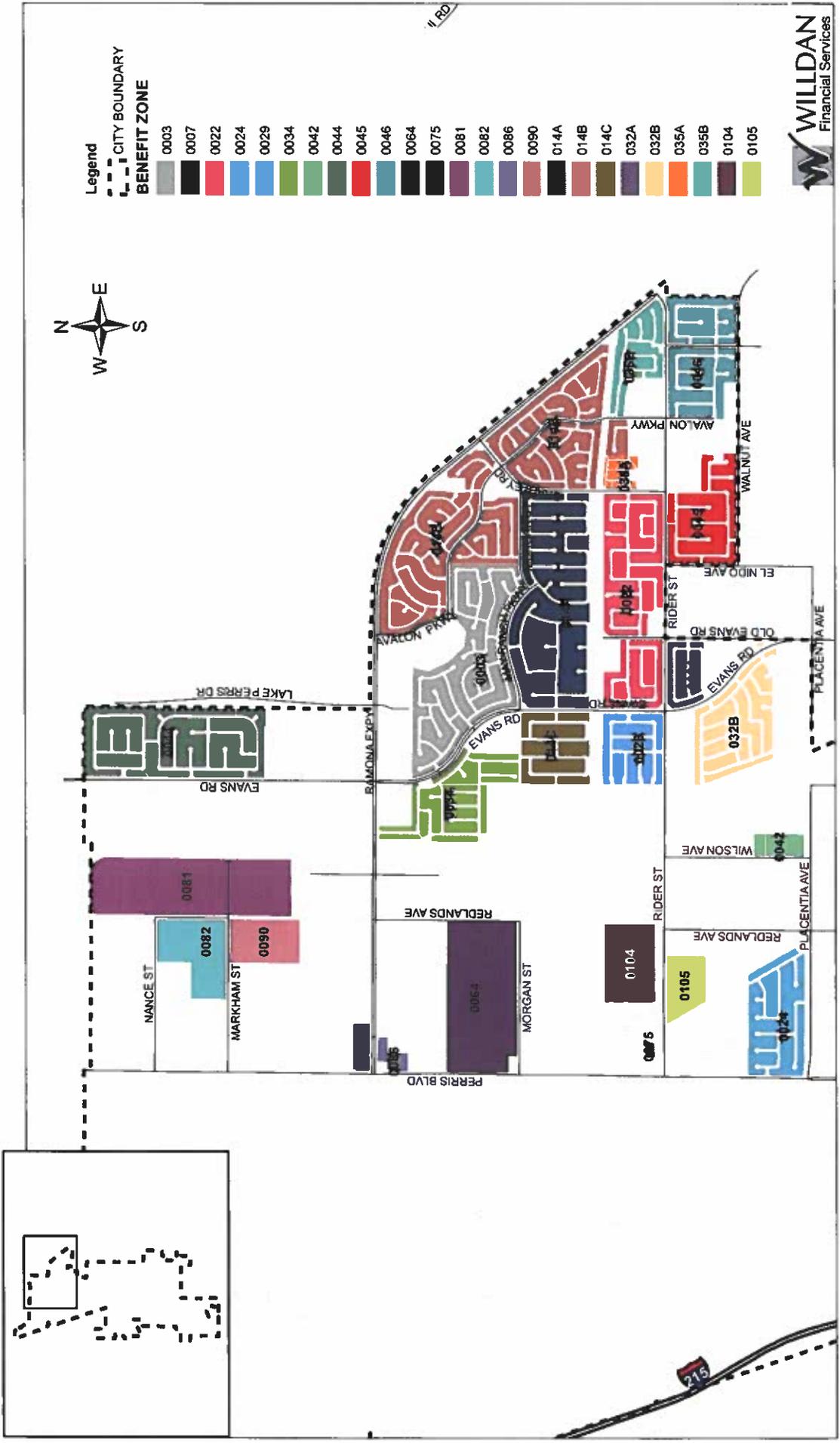
**Legend**

--- CITY BOUNDARY  
 --- BENEFIT ZONE

0009	0010	0012	0013	0033	0037	0039	0041	0052	0061	0063	0071	0080	0084	0085	0087	0091	0092	0093	0094	0096	0100	0102	0103	0110
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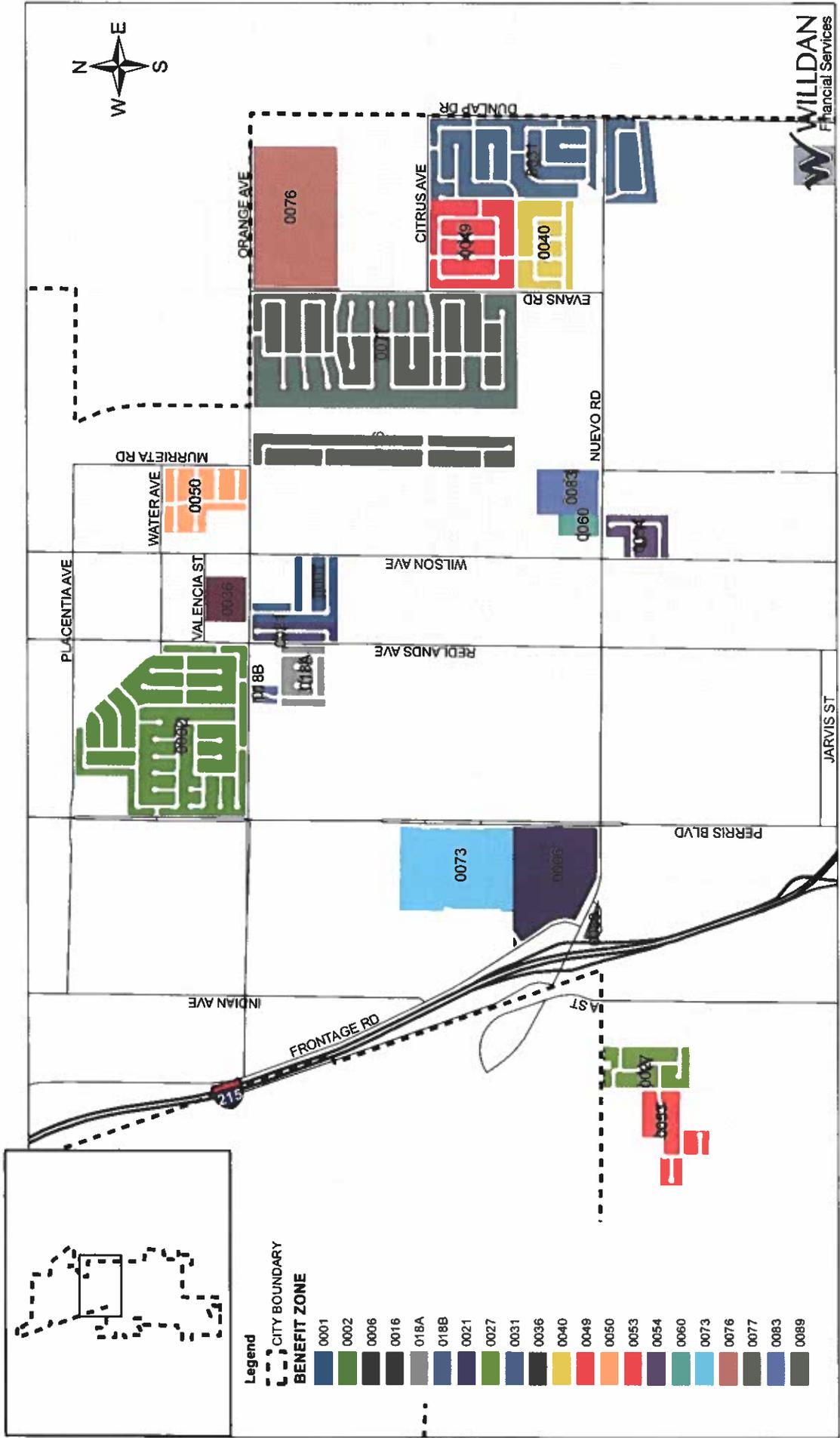
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 3 OF 7**

VICINITY MAP



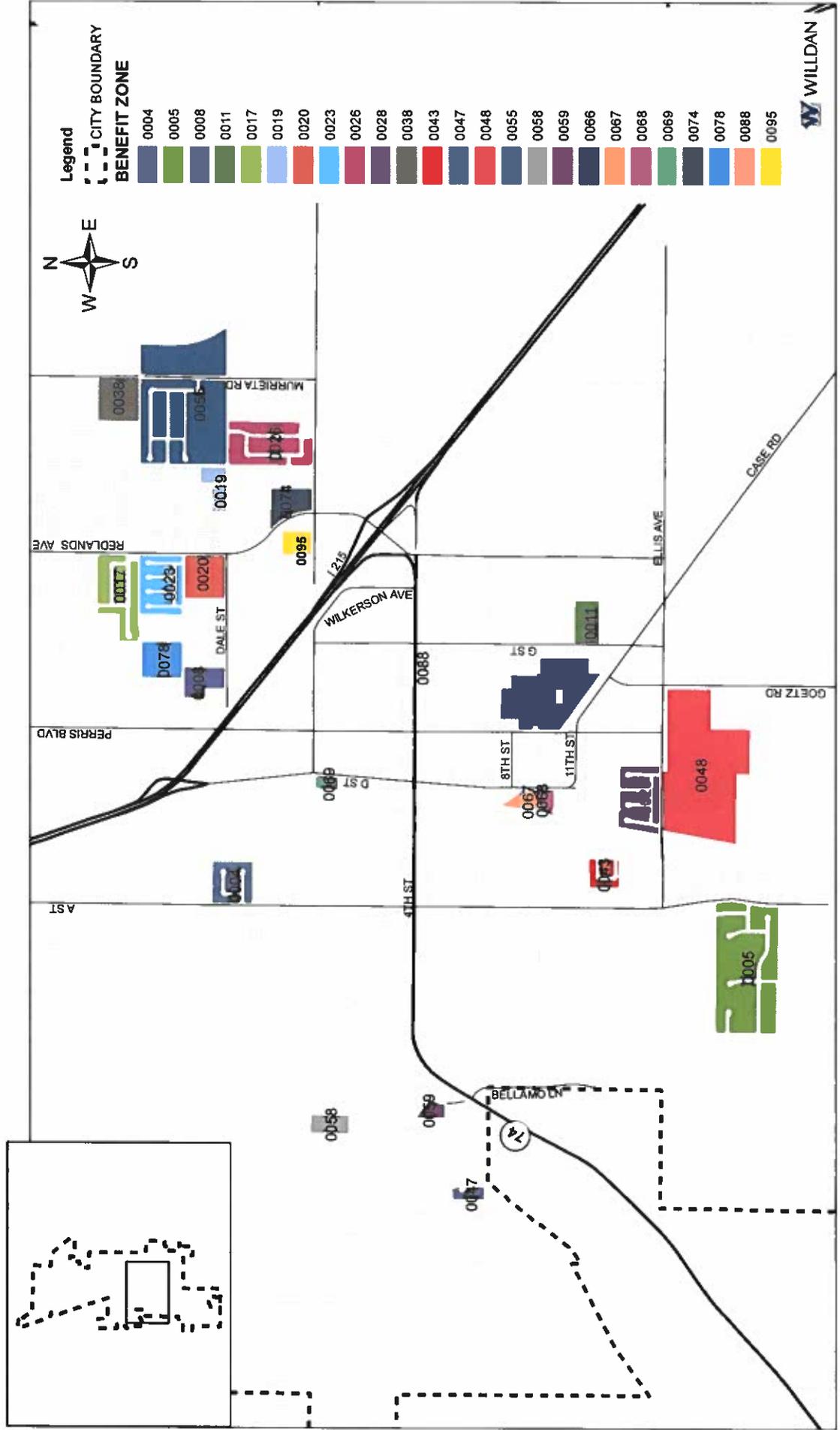
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 4 OF 7**

VICINITY MAP



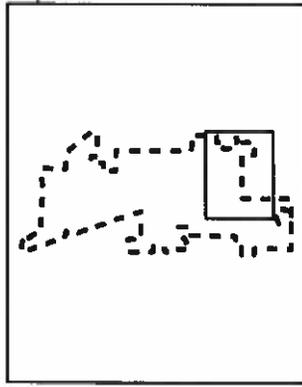
**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 5 OF 7**

VICINITY MAP



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
SHEET 6 OF 7**

VICINITY MAP



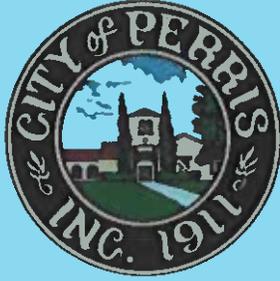
**Legend**  
 CITY BOUNDARY  
**BENEFIT ZONE**

-  0015
-  0025
-  0051
-  0056
-  0057
-  0070
-  0097
-  0098
-  0099
-  0101
-  0106



**DIAGRAM OF  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FISCAL YEAR 2019/2020  
INDEX SHEET  
SHEET 7 OF 7**

ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed	
		SHEET	(Y/N)			SHEET	(Y/N)
1	TT 19893	4	N	54	TT 31651	4	N
2	TT 20538	4	Y	55	TT 31240	5	N
3	TT 24499	3	N	56	PM 33266	6	Y
4	TT 24715	5	N	57	PM 34082	6	Y
5	TT 24809	5	Y	58	TT 34073	5	N
6	PM 27544	4	Y	59	DPR 05/0279	5	N
7	PM 26618	3	N	60	DPR 04/0314	4	Y
8	DPR 98/84	5	N	61	PM 34199	2	N
9	DPR 99/0174	2	N	62	PENDING		
10	PUP 99/0079	2	N	63	PM 31677	2	Y
11	CUP 99-0185	5	N	64	DPR 04/0464	3	Y
12	CUP 98-0081	2	N	65	SUPERCEDED BY FC105		
13	DPR 97/0111	2	N	66	TT 33549	5	N
14A	TT 29654/29993/29994	3	Y	67	DPR 10-03-0009	5	Y
14B	TT 22831	3	Y	68	DPR 10-03-0009	5	Y
14C	TT 30380	3	Y	69	DPR 07/0045	5	Y
15	TT 28986	6	Y	70	AQUATICS CTR	6	Y
16	TT 24111	4	Y	71	PM 33587	2	Y
17	TT 30382	5	Y	72	SUPERCEDED BY FC87		
18A	TT 30144	4	Y	73	PM 34131	4	Y
18B	TT 31683	4	Y	74	CUP 12-04-0015	5	Y
19	TT 26386	5	Y	75	LT 27&28, TT 24045-1	3	Y
20	DPR 98/0071	5	N	76	SOUTHEAST HS	4	N
21	TT 30751	4	Y	77	TR 30850	4	Y
22	TT 30490	3	Y	78	DPR 12-05-0013	5	Y
22	TT 30518	3	Y	79	SUPERCEDED BY FC84		
23	TT 31114	5	Y	80	PM 36462, PARCEL 2	2	Y
24	TT 31241	3	Y	81	PM 36469	3	Y
25	TT 30662/31654	6	Y	82	PM 36540	3	Y
26	TT 31678	5	Y	83	CLEARWATER ELEMNTRY	4	Y
27	TT 31226	4	N	84	PM 36462, PARCEL 1	2	Y
28	TT 31201	5	Y	85	DPR 07-09-0018	2	Y
29	TT 31178	3	Y	86	PM 37043	3	Y
30	PENDING			87	PM 36010	2	Y
31	TT 29425	4	Y	88	CUP 15-05056	5	Y
32A	TT 30773	3	Y	89	CUP 14-09-0001	4	N
32B	TT 31416	3	Y	90	DPR 05-0477	3	Y
33	DPR 01/0123	2	Y	91	PM 36726	2	Y
34	TT 32262	3	Y	92	DPR 06-0140	2	Y
35A	TT 33227	3	N	93	PM 36512/36582	2	Y
35B	AMND TT 22832/22833	3	Y	94	PM 36678	2	N
36	TRIPLE CRN ELEMNTRY	4	Y	95	CUP 16-05189	5	Y
37	DPR 04/0343	2	Y	96	PM 37055	2	Y
38	SKYVIEW ELEMNTRY	5	Y	97	TM 36988	6	N
39	DPR 05/0192	2	Y	98	TM 36989	6	N
40	TT 32793/33720	4	Y	99	TM 37262	6	N
41	PM 31832	2	Y	100	DPR 16-00015	2	Y
42	PM 31743	3	N	101	CUP 16-05168	6	N
43	TT 32769	5	N	102	DPR 06-0059	2	N
44	TT 32707/32708	3	Y	103	PM 37187	2	N
45	TT 30780	3	Y	104	PM 35268	3	N
46	TT 32249	3	Y	105	DPR 06-0635	3	N
47	TT 31912	5	N	106	PM 35762	6	Y
48	CUP 06/0158	5	Y	107	PENDING		
49	TT 31660	4	Y	108	PENDING		
50	TT 32428	4	Y	109	PENDING		
51	TT 31926	6	Y	110	PR 17-05194	2	N
52	PM 35676	2	Y				
53	TT 31650/32406	4	Y				



9.D.

**CITY OF PERRIS**  
**SUCCESSOR AGENCY/PERRIS**  
**PUBLIC FINANCING AUTHORITY**  
**AGENDA SUBMITTAL**

**MEETING DATE:** June 11, 2019

**SUBJECT:** Resolution Authorizing and Approving the Board of the Successor Agency to the Redevelopment Agency of the City of Perris to Refund Certain Existing Tax Allocation Bonds

**REQUESTED ACTION:** That the Successor Agency to the Redevelopment Agency of the City of Perris and the Perris Public Financing Authority adopt the following resolutions, respectively:

1. ***A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND CERTAIN LOAN AND BOND OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PERRIS RELATED TO THE FORMER AGENCY'S LOW AND MODERATE INCOME HOUSING FUND, AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT, AND TAKING OTHER ACTIONS RELATED THERETO***
2. ***A RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE REFINANCING OF CERTAIN PRIOR OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PERRIS***

**CONTACT:** Ron Carr, Interim Finance Director 

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**BACKGROUND/DISCUSSION:**

Redevelopment agencies were dissolved by the passage of ABx1 26 by the California Legislature. The California Supreme Court upheld the dissolution statute in December of 2011, and the dissolution occurred effective February 1, 2012. AB 1484, follow-up legislation to supplement and clarify various provisions, was passed in June of 2012. That statute added Health & Safety Code section 34177.5, subsection (a)(1) of which includes language that permits successor agencies to refund bonds to effect savings. That section provides that a successor agency has the authority, right and power to:

- (1) For the purpose of issuing bonds or incurring other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency or of the successor agency to provide savings to the successor agency, provided that (A) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (B) the principal amount of the funding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance. If the foregoing conditions are satisfied, the initial principal amount of the refunding bonds or other indebtedness may be greater than the outstanding principal amount of the bonds or other indebtedness to be refunded.

Pursuant to AB 1484, the former Redevelopment Agency of the City of Perris ("Former Agency") was dissolved on February 1, 2012 and the Successor Agency to the Redevelopment Agency of the City of Perris ("Successor Agency") was vested with all authority, rights, powers, duties and obligations of the Former Agency. As provided by AB 1484, a successor agency is not able to issue bonds that would increase the overall indebtedness associated with the previous issuances, or provide additional proceeds to be expended, but it can issue bonds to refund and effectuate cost savings. By refunding certain eligible bond issues, the debt service payments will be reduced and the taxing entities will receive additional revenues. Successor Agency Staff has identified such an opportunity which is presented in this agenda report.

In 2010, the Perris Public Financing Authority (the "Authority") issued \$7,180,000 of Tax Allocation Revenue Bonds (Housing Loan), 2010 Series A (the "Prior Bonds") to provide funds to make a "Housing Loan" to the Former Agency to fund part of a 60 unit housing project in the downtown area of the City for low income and very low income occupants.

Presently, the Housing Loan is outstanding in the amount of \$6,935,000 and is eligible for prepayment on October 1, 2020 at par. Successor Agency Staff has determined, in consultation with its Municipal Advisor, that the current market conditions are favorable for the issuance of Refunding Bonds (defined herein) to refund and prepay the Housing Loan for debt service savings pursuant to Health and Safety Code Section 34177.5(a)(i). The prepayment of the Housing Loan will cause the advance refunding and defeasance of the Prior Bonds.

Refunding outstanding bonds and other obligations of a former redevelopment agency requires the approval of the successor agency, oversight board and the California Department of Finance. Because the impact of the refunding would be to reduce the interest costs associated with the Prior Bonds, it is anticipated that the Department of Finance will not object to the action. Successor agencies throughout the state have successfully refunded outstanding debt, including the City of Perris with issuances in 2018 and 2015. In 2018, Successor Agency issued its Subordinate Tax Allocation Refunding Bonds, Series 2018 (Taxable) (the "Series 2018 Bonds") and in 2015, the Authority issued Tax Allocation Revenue Refunding Bonds, 2015 Series A and Tax Allocation Subordinate Revenue Refunding Bonds, 2015 Series B, all to refund bonds issued by the Former Agency.

The first step in moving forward to refund the Housing Loan, thereby redeeming and defeasing the Prior Bonds, is to adopt the attached resolution directing the Successor Agency to undertake proceedings for the issuance and sale of the Successor Agency to the Redevelopment Agency of

the City of Perris, Subordinate Tax Allocation Refunding Parity Bonds, Series 2019 (Taxable) (the "Refunding Bonds") , approve the required legal documents, including the Legal Documents (as described below), and to authorize all of the necessary actions relating to the proposed refinancing. Subsequent to the adoption of the attached resolution by the Successor Agency, the Countywide Oversight Board for the County of Riverside (the "Oversight Board") has a meeting scheduled for July 18, 2019, for their approval and adoption of their required resolution accompanied by the attached Successor Agency resolution and the Legal Documents (as described below) . Once the Oversight Board has approved their resolution, the resolutions and other related documents are required to be forwarded to the California Department of Finance who has up to sixty days to approve the Oversight Board resolution.

Pursuant to the attached resolutions, each document listed below (collectively, the "Legal Documents") will be required to be executed, entered into, or approved as part of the financing. The attached resolutions authorize the officers of the Successor Agency and the Authority to execute or enter into these documents and other agreements and certificates needed to accomplish the purposes of the financing. All of the documents are or will be on file with the Secretary of the Successor Agency and the Authority.

**First Supplemental Indenture.** The Refunding Bonds will be issued pursuant to the Indenture of Trust, dated August 1, 2018, as supplemented by the First Supplemental Indenture, each by and between the Successor Agency and U.S. Bank National Association, as trustee (the "Trustee"). The First Supplemental Indenture will amend certain section of the Indenture, which previously authorized the issuance of the Series 2018 Bonds. The Refunding Bonds will be issued on a parity basis with the Series 2018 Bonds. The First Supplemental Indenture describes the terms of the Refunding Bonds, redemption provisions, defeasance provisions and security provisions.

**Escrow Deposit and Trust Agreement.** Part of the proceeds of the Refunding Bonds will be transferred to the escrow agent pursuant to an Escrow Deposit and Trust Agreement, by and between the Successor Agency, the Authority, and U.S. Bank National Association. The funds will be used for the payment, redemption and discharge of the Housing Loan (and thereby the Prior Bonds).

**Bond Purchase Agreement.** The Refunding Bonds will be sold to Brandis Tallman LLC, as underwriter (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement among the Successor Agency and Underwriter. The parameters set forth in the attached resolution include a not to exceed Underwriter's discount of 1% of the principal amount of the Refunding Bonds. The Bond Purchase Agreement also provides certain conditions that must occur, and/or documents that must be delivered on or before closing date to complete the financing.

**Debt Savings Analysis Report.** Based on market conditions as of May 24, 2019, the Debt Savings Analysis Report describes that there are debt service savings associated with a refunding the Prior Bonds in sufficient amounts to meet or exceed the conditions of the refunding test as required by Health and Safety Code Section 34177.5(a)(1).

At a future meeting, staff will recommend that the Successor Agency approve and authorize a Preliminary Official Statement ("POS") and Continuing Disclosure Certificate ("CDC"). Tonight's resolution will direct the designated officers to prepare the POS and the CDC to be in substantially final form for that future meeting. These are required steps in the process to refund the Housing Loan (and thereby the Prior Bonds).

### **ANALYSIS:**

As shown in the attached Debt Service Savings Analysis Report, it is anticipated that an advanced, taxable refunding of the Housing Loan (and thereby the Prior Bonds) will produce net present value savings of approximately \$1.208 million over the life of the indebtedness and an annual average reduction in bond payments of \$98,565. This will result in an average annual increase of \$20,042 property tax revenues to the City starting in 2020 and continue through final maturity in 2039. This same reduction in annual bond payments frees up additional property tax revenues for distribution to the affected taxing entities. The City is one of the taxing entities that will benefit by these savings. Other taxing entities include, but are not limited to, the County, schools (K-12, community colleges and County Office of Education), the County Library, and other special districts. These figures are based on market conditions as of May 24, 2019 and are subject to change.

The dissolution law provides that such refinancings are subject to the approval of the Successor Agency, Oversight Board, and the Department of Finance. The proposed action starts this process. If these Prior Bonds are refinanced, any savings accrued will increase the amount of residual property tax (previously known as tax increment) available for distribution to the taxing entities.

### **REFUNDING PROCESS:**

It is anticipated that the refunding will take approximately 6 months to complete. The key milestones to complete the refunding are identified below:

- Successor Agency approving resolution to refund the Prior Bonds and approving Legal Documents (*Tonight's Action*). A companion resolution is included on tonight's agenda for the Authority to approve the Escrow Deposit and Trust Agreement required to refund the Prior Bonds
- Oversight Board's approval of Successor Agency action to issue the Refunding Bonds and make determination of savings (July 18, 2019)
- Submission of resolutions of both the Successor Agency and Oversight Board and all the related documents to the Department of Finance (July 19, 2019)
- Secure underlying credit ratings and, if necessary, debt service reserve fund surety and bond insurance (September 2019)
- Receive Department of Finance's Approval (September 2019)
- Successor Agency approval of the Preliminary Official Statement, including a Continuing Disclosure Certificate, and remaining financing documents (September 24, 2019)
- Negotiated sale of Bonds (October 2019)
- Bond Closing (October 2019)

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### **BUDGET (or FISCAL) IMPACT:**

None. Costs will be paid from the proceeds of the Refunding Bonds.

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**REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager \_\_\_\_\_

Finance Director \_\_\_\_\_



Attachments: Binder Containing all Documents on File with City Clerk and Made Part of the Record, including:

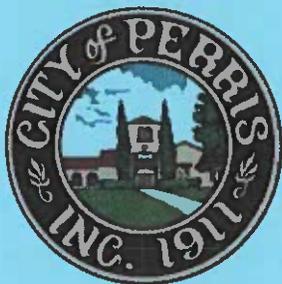
1. Successor Agency Resolution
2. Authority Resolution
3. First Supplemental Indenture, by and between the Successor Agency and Trustee
4. Bond Purchase Agreement, by and between the Successor Agency and the Underwriter
5. Escrow Deposit and Trust Agreement
6. Debt Savings Analysis Report

Consent:

Public Hearing:

Business Item:

Other:



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Presentation by the Social Work Action Group (SWAG) on Fiscal Year 2018/19 Homeless Services in the City of Perris and award of a one-year contract to Social Work Action Group for Fiscal Year 2019-2020 Homeless Services in the City of Perris

**REQUESTED ACTION:** Staff is requesting that the City Council, acting as the Board of the Perris Housing Authority, approve a contract services agreement with Social Work Action Group (SWAG) for Homeless Services not to exceed \$165,665.

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

#### BACKGROUND/DISCUSSION:

##### Presentation by SWAG

In July 2018 SWAG began conducting assessments of the homeless population within the City pursuant to its agreement. From June 30, 2018 to June 1, 2019 SWAG has provided various intervention services to homeless individuals. SWAG has established collaborations including, but not limited to, the City of Perris Code Enforcement Department, Housing Authority and IT Staff, the Riverside County Sheriff's Department, non-profit agencies, faith-based organizations, and local businesses. SWAG's staff is present today to provide a presentation to City Council and the public of its services and reveal the outcomes of staff's initial assessments of the City's homeless population from July 2018 through June 2019.

##### 2019-2020 SWAG Contract for Homeless Services

On June 12, 2018 the City Council authorized the award of the contract services agreement to Social Work Action Group (SWAG) to provide Fiscal Year 2018/19 Homeless Services in the City of Perris.

On June 30, 2019 SWAG's 2018/19 contract is set to expired. Staff is pleased with the homeless services that have been provided and recommends renewing SWAG's contract for the FY 2019-2020. Under the proposed Contract Services Agreement, beginning July 1, 2019 SWAG will provide the following:

- Two full time Outreach Specialist (40 hours per week),
- Two full time Outreach Coordinator (40 hours per week)

SWAG will provide homeless intervention, engage individuals and address emergencies in the streets. SWAG staff will be available in Perris to meet individuals who need assistance. SWAG staff will provide referrals, case management and case plans, transportation vouchers, bed nights at community shelters, and provide assessments to determine the cause of homelessness, identify barriers and determine permanent housing needs through Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH).

SWAG will provide coordination for the Point in Time Count in Perris to be conducted in January 2020 in collaboration with the County of Riverside efforts as per the U.S. Department of Housing and Urban Development (HUD) requirements.

It is recommended that the City Council approve the attached contract services agreement in an amount not to exceed \$165,665.

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**BUDGET (or FISCAL) IMPACT:** This contract will be funded by Housing Authority in Fiscal Year 2019-2020 budget.

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Prepared by: Rebecca Rivera, Principal Management Analyst  
Reviewed by: Dr. Grace I. Williams, Director of Planning and Economic Development

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager           *oer*            
Finance Director           *he*          

Attachments: Copy of SWAG's 2019-2020 Contract

Business Item: June 11, 2019

## CITY OF PERRIS

### CONTRACT SERVICES AGREEMENT FOR HOMELESS SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July 2019, by and between the City of Perris, a municipal corporation ("City"), and the Social Work Action Group, a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

#### 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Twenty-Four Thousand Six Hundred Ninety-Two dollars (\$124,692.00) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid on a monthly basis for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, Exhibit "C" but not exceeding the Contract Sum. Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Generally, City shall pay Consultant within thirty (30) days, and no later than forty-five (45) days, from the receipt of an invoice in an approved form.

### 3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Monica Sapien, President is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

### 4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of general liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

#### 4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

## **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until June 30, 2020.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

## **6.0 MISCELLANEOUS**

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
SOCIAL WORK ACTION GROUP  
A CALIFORNIA CORPORATION

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

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

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

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

Affix Corporate Seal

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

**Attached: Copy of Social Work Action Group Contract**



# Social Work Action Group

Serving Humanity  
Innovation + Accountability + Responsibility  
Community Involvement

## **Social Work Action Group Proposal Addressing Homeless in the City of Perris**

### **Mission Statement**

Social Work Action Group's (SWAG) mission is to advocate, educate and inspire marginalized individuals and families in the Inland Empire to achieve sustainable independence through community support.

### **Core Principles**

Our work is rooted in 5 Core Principles:

- Serving Humanity
- Innovation + Accountability + Responsibility
- Community Involvement

### **Vision**

Restoring humanity, one person at a time.

### **About Us**

The SWAG team is made up of individuals who have a solid foundation in social services. Our expertise is in program design and implementation of direct services to those at-risk of being homeless and the chronically homeless. SWAG team members have extensive experience dealing with homelessness at the city, county and federal level. Team members have direct street outreach experience, program supportive housing case management and management of homeless housing programs such as Tenant Based Rental Assistance, Emergency Solutions Grants, Rapid Rehousing for families and Permanent Supportive Housing for individuals and families. Additionally, all staff has participated in mental health first responder and substance abuse training. Our innovative and systematic approach towards addressing homelessness is not geared towards the services themselves, but rather the ultimate outcome of measurable success. For example, when we are addressing homelessness, an emergency shelter stay is a very temporary result, and we are looking for a series of results that will equal a permanent housing solution. To further expand our full-range of supportive services to address the whole person, we are developing a mobile medical, dental, substance abuse, mental health and spiritual counseling center. This will allow for a comprehensive team of professionals to address all aspects of homelessness.

### **Project Relevance and Need**

We have all been affected by homelessness in one way or another and have a strong commitment to working together toward addressing this cause in our communities throughout the Inland Empire. SWAG believes the resources to address homelessness already exist throughout each community, and the missing component is the communication and coordination of the existing resources to address the different aspects of homelessness. Through our community outreach and mobile supportive services, we will educate the community about homelessness, and how they can be a part of a permanent solution to address homelessness in their community.

Our approach is person-centered in all that we do, from program brainstorming to program design and implementation. SWAG works hard to ensure that they never lose sight of whom this program was designed for, those at-risk of being homeless and the unsheltered chronically homeless. These two categories require differing approaches and supportive services to address their specific needs. Those who are at-risk of being homeless are either actively seeking assistance or are unaware of services and can be made aware available services through strategic community outreach. The at-risk of being homeless population often needs temporary rental subsidies, housing navigation to identify and obtain affordable housing, and limited case management services to maintain stabilization.

The unsheltered chronically homeless are truly under-represented and require significantly more time and resources. Often, the chronically homeless individuals are the main topic of discussion because they are

visible at freeway on/offramps, intersections, shopping centers, parks and are not actively seeking assistance to change their lifestyle and exit life on the streets. Currently, in the Inland Empire, there is insufficient data which captures the true characteristics of what chronically homeless individuals face and struggle with every day. If policymakers were provided with accurate data, they could better understand the problem they are faced with and how to best utilize resources. Our approach focuses on the restoration of an individual's self-worth and literally meets a person where he/she may be at in an effort to permanently help them exit life on the streets.

In dealing with the chronically homeless, it is traditionally two groups who are attempting to provide assistance. One being governmental agencies such as the Riverside County Department of Mental Health, Riverside County Department of Public Social Services, Riverside County Substance Abuse, Riverside County Housing Authority, Department of Veteran's Affairs, etc. These agencies are specifically tasked with providing services to the chronically homeless. Despite these agencies having significant resources to deal with the homeless, they continue to struggle by not completely understanding the issue(s) associated with the chronically homeless. The second group consists of the faith-based and concerned citizens who volunteer their own time and financial resources and demonstrate a sincere concern to help these individuals. This group often succeeds in making genuine connections, however, may not know how to identify mental health issues, substance abuse issues, or how to navigate those systems of care. These two groups often work separately and in isolation of one another. Thus, missed opportunities to collaborate with one another and provide all aspects of care. Furthermore, the very idea of someone being homeless is further complicated by the wide-range of homeless definitions. The strategies and services the vast majority of agencies conduct never reach people that are actually living on the streets. Their programs and services are consumed by individuals categorized as homeless, however, we would define them as couch surfers, people doubling up with relatives, having a pending pay or quit notice, or simply without a place of their own.

### The SWAG Strategic Plan

#### **1. Outreach to at-risk of being homeless population**

To understand and effectively connect individuals to the community's resources, we must first conduct an assessment of available resources. Collaboration between local school district(s), law enforcement, Department of Public Social Services, faith-based organizations, senior centers, etc. will help to locate those at-risk of becoming homeless. Once identified, we will provide support, connection and navigation to those at-risk of being homeless so that they may access the appropriate resources within their community and Riverside County.

#### **2. Census of unsheltered homeless**

In every community, it is vital to conduct a thorough and comprehensive census of the unsheltered homeless population. City staff, Riverside County Sheriff's Department and SWAG will work together to accurately locate, identify, survey and track, through the creation of a by-name list. A comprehensive assessment will provide an in-depth look at the individual, the circumstances and incidents that led to homelessness such as severe trauma(s). We will also detail one's connections and support systems in the city to leverage those individuals and incorporate those resources. This information be used to develop an individualized action plan. This will be done on an ongoing basis as new individuals enter the city.

#### **3. Outreach to the unsheltered homeless**

Street outreach must be intensive, consistent, and strategic and needs the partnership of law enforcement and successful utilization and navigation of systems of care.

Our team is made up of individuals with specialized backgrounds in mental health, substance abuse, and social work who have a fundamental understanding of human development and behaviors. When we develop an action plan, we follow a flow chart that directs our activities and interactions with the individual to achieve specific outcomes both short and long term.

4. **Outreach to the community at-large**

SWAG will develop informational content, which will include material for the compassionate giving campaign and disseminate it throughout the community, as we believe coordination of efforts is essential. The campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions. This will be done through the distribution of posters, flyers and electronic format. SWAG will begin with addressing community partners, which include first responders, service providers, faith-based organizations, non-profits and community groups and businesses. SWAG will then coordinate a series of meetings open and available to the public.

5. **Trip Home/ Family Reunification**

When an individual is found living on the streets of Perris and wants to reconnect to family or a positive support system in an area that is outside of a 60-90 mile radius we will initiate the Trip Home/ Family Reunification process. First, SWAG will contact the family/ support system to ensure they are willing to accept and house the individual. Next, the Family Reunification/ Trip Home request will be submitted to the SWAG Project Coordinator for approval. The SWAG Outreach Team will purchase a Greyhound bus ticket and ensure the individual boards the bus. SWAG team will contact the family or support system to ensure the individual made it to the destination. Finally, SWAG will submit a request for reimbursement for the cost of Greyhound bus ticket along with all applicable documentation.

6. **Measurable Outcomes**

SWAG's programs are all designed with an ultimate goal of obtaining true measurable outcomes. Traditionally, social service programs are centered around the delivery of services. We start with a measurable outcome and then devise a series of activities and services to support and obtain the measurable outcome.

## Scope of Services

Social Work Action Group (SWAG) will work in conjunction with the City of Perris Housing Authority to facilitate and lead the overall scope of homeless services for the City of Perris. One full-time, 40 hours per week, Project Coordinator will oversee the homeless services strategic plan for the City of Perris. Two (2) Full-time, 40 hours per week, Homeless Outreach team members will assist the Project Coordinator. The SWAG homeless services team will follow a Monday-Friday, 8am-5pm schedule. The SWAG Homeless Services Team will provide assistance, including transportation arrangements to an available shelter, Saturday and Sunday when necessary to meet the needs of the community. The term of services will be July 1, 2019-June 30, 2020. SWAG will provide the following activities and services:

- Organize and Facilitate the Point-in-Time Count for January 2020.
- Homeless Street Outreach will be conducted in partnership with law enforcement to address specific “hot spot” areas as identified by SWAG, City of Perris staff and the Riverside Sheriff’s Department.
  - Respond to homeless service requests made by city staff, law enforcement, businesses and concerned residents in a timely manner.
  - All individuals encountered will be included in the by-name census for the City of Perris.
  - Facilitate trips home/family reunification utilizing bus trips for individuals wanting to reunite with an identified support system that is out of the Perris area.
  - Individuals found living on the streets will be assisted with obtaining admittance and transportation to emergency shelter and transitional program options (the following are available to all county residents at no additional costs, as they are funded by county and federal grants Path of Life Community & Family Shelters, Valley Restart, etc.).
  - Conduct Riverside County housing assessments (including VI-SPDAT when applicable) to unsheltered homeless individuals and families and provide navigation services.
  - Participate in weekly Coordinated Entry Housing Navigation meetings to advocate and ensure clients are being linked to Riverside County Continuum of Care housing resources.
- Provide strategic outreach services in partnership with City of Perris Housing Authority and Perris school district to identify individuals and families, who are homeless and at-risk of becoming homeless, and connect them to applicable services.
- Facilitate community asset mapping for strategic coordination and alignment of community resources that serve at-risk/homeless population.
- Facilitate monthly Homeless Task Force meetings.
- Participate in city sponsored community events including and not limited to; Harvest Festival, Movies in the Park, Rods and Rails Extravaganza, Southern California Fair, etc.
- Connect homeless population to appropriate housing solutions throughout Riverside County.
- SWAG will develop informational content, which will include material for the compassionate giving campaign and disseminate it throughout the community. The campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions.
- Provide support to the City of Perris through trainings, presentations and sharing updates related to trends in regional homeless efforts.
- Data collection of key activities and results, community partners/businesses engaged will be reported to the City of Perris Housing Authority on a monthly and quarterly basis.
- Attend and participate in City Council meetings, as requested.

**Measurable Outcomes**

***Unsheltered Chronically Homeless Individuals/Families***

- Reduce the chronically homeless population by a minimum of 30% of the approximate 77 individuals counted (based on 2019 Point-In-Time Count) which equals 23 individuals.

***At-risk of becoming Homeless Individuals/Families***

- 100% of at-risk individuals and families who contact or are located by SWAG will be tracked and connected to mainstream benefits and housing prevention resources.

***Community Outreach***

- Outreach to a minimum of 2-3 businesses per week to educate them on homeless services. SWAG will generate a tracking log of all businesses encountered and provide information to the City of Perris Housing Authority.
- Outreach to 100% of faith-based organizations as identified by the City of Perris and community asset strategic mapping activities.

\*SWAG is actively and concurrently working to secure a partnership with a local university to serve as an intermediary to ensure program success as in a “Pay for Success” program.

<b>Proposed 2019-2020 City of Perris EXPENSE CATEGORY</b>	<b>FTE</b>	<b>Budget</b>
<b>Outreach &amp; Case Management Services</b>		
<b>Two (2) Outreach Specialist - \$19 per hour, 40 hrs. per week (case management/linkage to services and housing)</b>	<b>2.0</b>	<b>\$79,040</b>
<b>One (1) Outreach Coordinator - \$24 per hour, 40 hrs. per week (coordinate homeless services throughout Perris )</b>	<b>1.0</b>	<b>\$49,920</b>
<b>Administration (10%)</b>		<b>\$13,285</b>
<b>Trip Home/ Family Reunification Fund</b>		<b>\$1,000</b>
<b>Client Outreach/ Education Materials</b>		<b>\$812</b>
<b>Subtotal</b>		<b>\$144,057</b>
<b>Contingency (15%)</b>		<b>\$21,608</b>
<b>TOTAL PROPOSED BUDGET</b>		<b>\$165,665</b>

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

[Insert or Attach]

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AND  
THERE IS NO ATTACHMENT**

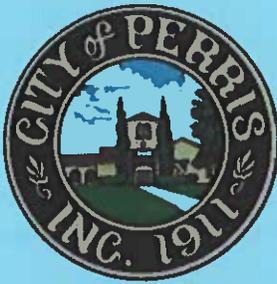
EXHIBIT "C"

SCHEDULE OF COMPENSATION

Payments shall be made on a monthly basis based on the information submitted by the Consultant and shall be consistent with the approved budget. Consultant shall submit the following with their monthly program billing invoices:

Support documentation, including:  
Invoices,  
Employee time sheets including labor distribution form,  
Receipts,  
Other support documentation as may be required.

<i>Expense Category</i>	<i>Maximum: Not to Exceed</i>
Two Outreach Specialists 40 hours per week	\$79,040
One Outreach Coordinator 40 hours per week	\$49,920
Administration (10%)	\$13,285
Trip Home/Family Reunification Fund	\$1,000
Client Outreach/Education Fund	\$812
<i>Subtotal</i>	<i>\$144,000</i>
Contingency (15%)	\$21,608
<i>Total Budget Amount</i>	<i>\$165,665</i>



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Proposition 68 Statewide Park Development and Community Revitalization Program Grant Fund Application

**REQUESTED ACTION:** Adopt a Resolution (next in order) authorizing the submittal of an application for the Proposition 68 Statewide Park Development and Community Revitalization Program Grant Fund Application

**CONTACT:** Sabrina Chavez, Community Services Director *SC*

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#### BACKGROUND/DISCUSSION:

In June 2018, Proposition 68 was passed as a legislative bond act referred as the California Drought, Water, Parks, Climate, Coastal, and Outdoor Access Act of 2018”, authorizing \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. Under Proposition 68, the California Department of Parks and Recreation, Office of Grants and Local Services, is authorized to allocate \$254,942,000 million of Statewide Park Program (SPP) competitive grant funding to create new parks, expand an existing park, or renovate an existing park. The maximum grant amount per SPP Application is \$8.5 million and applications are due by August 5, 2019.

It is the intent of the City, to pursue SPP Grant Funding to create a new park development. In May 2019, the City Council authorized Staff to proceed with the professional services of Interwest Consulting for grant writing and community outreach, and Community Works Design for landscape architectural park design. Subsequent to discussions with the Parks and Recreation Committee, Staff was directed to consider the future Enchanted Hills Park for potential funding through the SPP Grant Program. The Enchanted Hills Park project site is comprised of nine undeveloped parcels totaling 22.5 acres, that are located on the 1300 block of West Metz Road, north of West San Jacinto Avenue and Navajo Road.

The Enchanted Hills Park project area was identified as a park deficient community and was selected after the City hosted a series of public meetings to gather community input. The Enchanted Hills Park project is considered as a potential competitive application, as the project area is determined to have met minimum grant criteria of having both zero (0) park acres, per 1,000 residents, and is located within a very low-income community. Successful projects are also anticipated to incorporate a significant amount of community engagement activities to support the community’s need for a park. Since May 2019, the City has hosted a series of community

engagement activities that have already been conducted at the Senior Center, Concert in the Park, Early Childhood Program, Empowering Your Mind Conference, and Rods and Rails. Community engagement efforts will conclude on Saturday, July 13, 2019, from 5:00pm – 8:00pm at the Enchanted Hills Park project site.

Award notifications of the SPP Grant will be announced by January 2020. At this time, Staff is requesting approval of a resolution for authorization to submit an application for the SPP Grant Fund Application.

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**BUDGET (or FISCAL) IMPACT:** There is no fiscal impact for consideration to adopt Resolution.

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Prepared by:

**REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager 

Finance Director 

Attachments: Resolution

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

**RESOLUTION NUMBER \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM.**

**WHEREAS**, The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by Resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Perris, hereby approves the filing of an application for the Enchanted Hills Park Project; and

**Section 1.** Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

**Section 2.** Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and

**Section 3.** Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

**Section 4.** Delegates the authority to the City Manager to conduct all negotiations, sign and submittal all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

**Section 5.** Agrees to comply with all applicable federal, state, local laws, ordinances, rules, regulations and guidelines.

**Section 6.** Will consider promoting inclusion per Public Resources Code Section 80001(b)(8 A-G).

**ADOPTED, SIGNED and APPROVED this 11<sup>th</sup> day of June, 2019.**

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

ATTEST:

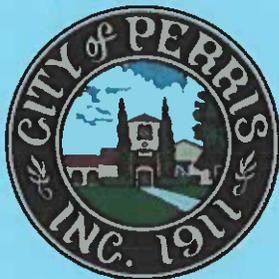
\_\_\_\_\_  
City Clerk, Nancy Salazar

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) §  
CITY OF PERRIS )

I Nancy Salazar, duly elected City Clerk of the City of Perris do hereby certify that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 11<sup>th</sup> day of June 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 11, 2019

**SUBJECT:** Approval of Agreements between the City of Perris and the State of California Department of Transportation (Caltrans), the Riverside County Transportation Commission (Commission), and the Riverside County Transportation Department (County) to facilitate the construction of the I-215/Placentia Avenue Interchange project along with widening Placentia Avenue from Indian Avenue to N. Perris Boulevard; and adopt Resolution Number (next in order) approving execution of an updated Freeway Agreement with Caltrans.

**REQUESTED ACTIONS:**

1. **Approve Resolution No. (Next in order)** approving the execution of an updated Freeway Agreement with Caltrans for the I-215 within the city limits;
2. Approve Agreement with Caltrans associated to the Landscape Maintenance within State Highway Right-of-Way along the I-215/Placentia Avenue Interchange;
3. Approve Agreement with Caltrans associated to the sharing of cost of State Highway Electrical Facilities with City of Perris;
4. Approve Cooperative Agreement between Commission and the City of Perris for Installation of enhanced landscape treatments as part of the I-215/Placentia Avenue Interchange; and
5. Approve Funding Contribution Agreement with Commission for storm drain improvements for Placentia Avenue Widening from Indian Avenue to N. Perris Boulevard.

**CONTACT:** Habib Motlagh, City Engineer

#### BACKGROUND/DISCUSSION:

The proposal is a request to obtain authorization to enter into agreements between the City of Perris with the State of California Department of Transportation (Caltrans), and the Riverside County Transportation Commission (Commission) to facilitate the construction of the I-215/Placentia Avenue Interchange project along with widening Placentia Avenue from Indian Avenue to N. Perris Boulevard. The I-215/Placentia Avenue Interchange (Interchange) project will be the first construction project associated to the Mid-County Parkway (MCP), envisioned to provide regional west-east movement of people, goods, and services between and through the cities of Perris and San Jacinto. The MCP plan has been under development by the Commission since 2002.

## I-215/PLACENTIA AVENUE INTERCHANGE COMPONENT:

City staff has been collaborating with the Commission and Caltrans on the design of the Interchange to ensure that the Interchange aligns to the City's General Plan designations for associated local streets and the Interchange aesthetic features. The design features of the interchange include luminaires, brick veneer, decorative fencing, bridge aesthetics, concrete pilasters, entry monumentation, enhanced landscaping and corner treatment areas at entry and exit points. The proposed Interchange is within City limits of Perris (northeast and southeast) and adjoining unincorporated County of Riverside (northwest and southwest). With approval of all the agreements, the Interchange will start construction in spring 2020 with an anticipated completion date of 2023.

## PLACENTIA AVENUE WIDENING:

The Placentia Avenue Widening from Indian Avenue to N. Perris Boulevard is also a MCP project component, led by the City in cooperation with the Commission. On May 29, 2018, the City approved a Memorandum of Understanding (MOU) with the Commission, approving the extension/widening of Placentia Avenue from Indian Avenue to N. Perris Boulevard. As part of this MOU, the Commission agreed to obtain all necessary right-of-way on the southside of Placentia Avenue, including relocation and/or removal of existing structures at the southwest corner of Perris Boulevard and Placentia Avenue at no cost to City. In return, the City accepted the responsibility for environmental work and construction of Placentia Avenue widening between Indian Avenue and N. Perris Boulevard, allowing the connection from the Interchange to Indian Avenue, to be completed by the Commission as part of the Interchange Improvements.

## AGREEMENTS FOR I-215/PLACENITA INTERCHANGE AND PLACENTIA WIDENING:

To facilitate the I-215/Placentia Avenue Interchange project along with widening Placentia Avenue from Indian Avenue to N. Perris Boulevard the table below summarizes the necessary agreements between the participating parties, which documents the contributions and responsibilities:

Agreement No.	Agreement Type	Type of Action
08-RIV—215-PM 22.3/R32.9	Freeway Agreement	Supersedes previous Freeway Agreements entered into with Caltrans and updates the number of Interchanges along the I-215 to include the new Placentia Avenue Interchange.
	Landscape Maintenance Agreement	New agreement between Caltrans and the City for maintenance of landscape improvements at Placentia Avenue Interchange requested by City.
	Shared Electrical Agreement	Amendment to Electrical Maintenance Agreement with Caltrans for Sharing cost of State Highway Electrical Facilities (I-215 Post Miles 22.76-33.10).

	Cooperative Agreement No. 19-31-019-00 between the Commission and City of Perris (City) for enhanced landscaping and aesthetics	New agreement between City and Commission establishing cost sharing of Interchange enhanced landscaping and aesthetic features. City's contribution is not to exceed \$1.5 million; Commission contribution is not to exceed \$1.4 million. This agreement also establishes the timing for making incremental deposits to the Commission and allows the city to review cost and receive project updates.
	Approve Cooperative Agreement No. 19-31-044-00 between the Commission and the City for storm drain improvements and the Commission's funding contribution.	Cost sharing agreement for the installation of interim storm drain improvements for the Placentia Avenue Extension/Widening from Indian Avenue to N. Perris Blvd. Commission share is 2/3 of total project cost not to exceed \$450,000; City's contribution is 1/3 of total project cost, not to exceed \$225,000.

City staff is currently working with County of Riverside to complete agreement for City to maintain landscaping within City's jurisdiction. Also, Caltrans and the City are currently working on revising the Freeway Maintenance Agreement updating the listing of the individual I-215 Interchanges infrastructure items to be maintained by the City. Both agreements will be presented to the Council for approval at a later date.

RCTC Staff will be present at Council to provide an overview of the project and respond to questions.

**BUDGET (or FISCAL) IMPACT:** RBBF Funds (S-023) has adequate funds to offset the construction costs. Gas Tax and other funds will be utilized to offset the cost of maintenance of landscaping and other facilities not maintained by Caltrans.

Prepared by: Habib Motlagh, City Engineer

**REVIEWED BY:**

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

Attachment: Agreements  
CIP S-023

Business Item: June 11, 2019

# CITY OF PERRIS

## Capital Improvement Program Project Details



Project Number: S023  
 Project Title: Placentia / I-215  
 Managing Department: City Engineer

**Project Description and/or Justification:** Road Extension from Indian to Frontage Road.



Original Budget: 500,000  
 Budget Amendments: 3,873,291  
 Total Project Costs: 119,746  
 Available Funds: 4,253,545

Project Dates:  
 Begin: FY 04/05  
 Completion:

Total Budget Additions (Deletions):

Funding Sources:	Fund	Project to Date Available	Plan 2018/2019	Plan 2019/2020	Plan 2020/2021	Plan 2021/2022	Total
RBBB	133	989,772	3,300,000				\$ 4,289,772
Measure A Streets	142	-					\$ -
External Cont. (RCTC)	157	3,263,773	(3,300,000)				\$ (36,227)
							\$ -
							\$ -
<b>Total:</b>		4,253,545	-	-	-	-	\$ 4,253,545

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2002/03	Budget Measure A	500,000		500,000
2006/07	Measure A Amendment		(5,749)	494,251
2016/17	Measure A Amendment		(420,960)	73,291
2016/17	RBBB Budget		1,000,000	1,073,291
2017/18	Ext. Cont-Loan from RCTC		3,300,000	4,373,291
	<i>(RCTC loan will need to be reimb. once proj. is completed)</i>			4,373,291
				4,373,291
2018/19	Ext. Cont-Loan from RCTC		(3,300,000)	1,073,291
2018/19	RBBB Amendment		3,300,000	4,373,291
				4,373,291
				4,373,291
	The city did not proceed with loan from RCTC. RBBB will be used to fund this project. Expenditures charged against EXT. Cont. for the RCTC loan will be reallocated against RBBB budget.			4,373,291
				4,373,291
	* Negotiation of right-of-way is being done by the City Attorney			4,373,291
				4,373,291
	<b>Total:</b>	\$ 500,000	\$ 3,873,291	\$ 4,373,291

**RESOLUTION NO. (NEXT IN ORDER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING A FREEWAY AGREEMENT BY AND BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF PERRIS FOR INTERSTATE 215 FROM 0.5 MILE SOUTH OF ETHANAC ROAD TO 0.6 MILE NORTH OF HARLEY KNOX BOULEVARD, RESCINDING PREVIOUS RESOLUTIONS ASSOCIATED WITH FREEWAY AGREEMENTS WITHIN THE SAID LIMITS.**

**WHEREAS, Interstate 215 has been declared to be a freeway by resolution of the California Highway Commission; and**

**WHEREAS, State of California through its Department of Transportation (STATE) and the City of Perris (CITY) have previously entered into various agreements regarding the portion of Interstate 215 running through the City; and**

**WHEREAS, STATE concurred with the approved Project Report/Environmental Document (PA/ED) for the Mid County Parkway project on April 8, 2015; and**

**WHEREAS, the approval of the PA/ED revised the plan of said freeway to add freeway ramp access at Placentia Avenue overcrossing; and**

**WHEREAS, it is the mutual desire of STATE and the CITY to enter into an updated Freeway Agreement in accordance with the revised plan of said freeway; and**

**WHEREAS, the public hearing provisions of Section 100.22 of the Streets and Highway Code have been complied with; and**

**WHEREAS, the adoption of this Resolution can be found exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), where the action is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.**

**NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Perris in a special session assembled on May 14, 2019 hereby:**

**Section 1. Find that the approval of this Resolution is exempt from environmental review pursuant to CEQA Guidelines section 15061(b)(3) because it is seen with certainty that there is no possibility that approval of this Resolution may have a significant effect on the environment; and**

**Section 2. Find that the public hearing provisions of Section 100.22 of the Streets and Highway Code have been complied with; and**

**Section 3. Approve the Freeway Agreement by and between the State of California and the City of Perris for Interstate 215 from 0.5 mile south of Ethanac Road to 0.6 mile north of Harley Knox Boulevard, attached hereto as Exhibit "A"; and**

**Section 4. Rescind resolutions of the City Council associated with previous freeway agreements for said freeway; and**

**Section 5. Authorize the Mayor to execute the Freeway Agreement on behalf of the City of Perris.**

**ADOPTED, SIGNED AND APPROVED this 11th day of June, 2019.**

**This Resolution shall become effective immediately upon adoption**

**DEPARTMENT OF TRANSPORTATION**  
DISTRICT 8  
PROGRAM MANAGEMENT/AGREEMENTS  
464 WEST 4<sup>TH</sup> STREET, 6<sup>TH</sup> FLOOR (MS 1231)  
SAN BERNARDINO, CA 92401-1400  
PHONE (909) 338-4068



*Making Conservation  
A California Way of Life.*

February 5, 2019

Mr. Richard Belmudez  
City Manager  
City of Perris  
101 North "D" Street  
Perris, CA 92570

08-RIV-215-PM 22,3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile south of Ethanac Road  
To 0.6 Mile north of Harley Knox Boulevard

Dear Mr. Belmudez:

Enclosed for execution by the City of Perris (City) are two (2) original freeway agreements for the above-referenced project. Please have the appropriate parties for the City sign and return the two (2) original freeway agreements with two (2) original notarized resolutions from the City Council, signed and stamped, approving the agreement and authorizing the execution of the agreement. The City's resolution for execution of the freeway agreement shall include a statement that the Public Hearing Provisions in Section 100.22 of the Streets and Highway Code have been complied with. The effective date on the agreement will be the date noted on the original notarized resolution from the City Council.

After the agreement is fully executed, we will return one (1) original for your records.

If you need more information, please contact Mr. Daniel Ciacchella at (951) 393-6788.

Sincerely,

A handwritten signature in blue ink, appearing to read "Denise Craig".

DENISE CRAIG  
Office Chief  
Agreements

Enclosures

c: Daniel Ciacchella, Program/Project Management

08-RIV-215-PM 22.3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile South of Ethanac Road  
To 0.6 Mile North of Harley Knox Boulevard

### **FREEWAY AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the CITY OF PERRIS (herein referred to as "CITY"),

#### **WITNESSETH:**

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on February 14, 1951; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated May 4, 1951, relating to that portion of State Highway Route 215 between G Street and Bowen Road; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated June 13, 1988, relating to that portion of State Highway Route 215 from 0.5 mile south of Nuevo Road to Nandina Avenue; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated November 13, 1995, relating to that portion of State Highway Route 215 from Ethanac Road to G Street; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

#### **NOW, THEREFORE, IT IS AGREED:**

1. This Agreement supersedes in its entirety said Freeway Agreements dated May 4, 1951, June 13, 1988 and November 13, 1995, from 0.5 mile south of Ethanac Road to 0.6 mile north of Harley Knox Boulevard.

2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

08-RIV-215-PM 22.3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile South of Ethanac Road  
To 0.6 Mile North of Harley Knox Boulevard

3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage roads, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

08-RIV-215-PM 22.3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile South of Ethanac Road  
To 0.6 Mile North of Harley Knox Boulevard

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

LAURIE BERMAN  
Director of Transportation

By:

\_\_\_\_\_  
MICHAEL D. BEAUCHAMP  
District Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (State)

THE CITY OF PERRIS

By:

\_\_\_\_\_  
MICHAEL VARGAS  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (City)

08-RIV-215-PM 22.3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile South of Ethanac Road  
To 0.6 Mile North of Harley Knox Boulevard

**FREEWAY AGREEMENT**

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WITNESSETH:

WHEREAS, the highway described above has been declared to be a freeway by Resolution of the California Highway Commission on February 14, 1951; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated May 4, 1951, relating to that portion of State Highway Route 215 between G Street and Bowen Road; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated June 13, 1988, relating to that portion of State Highway Route 215 from 0.5 mile south of Nuevo Road to Nandina Avenue; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated November 13, 1995, relating to that portion of State Highway Route 215 from Ethanac Road to G Street; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes in its entirety said Freeway Agreements dated May 4, 1951, June 13, 1988 and November 13, 1995, from 0.5 mile south of Ethanac Road to 0.6 mile north of Harley Knox Boulevard.

2. CITY agrees and consents to the closing of CITY streets, relocation of CITY streets, construction of frontage roads and other local streets, and other construction affecting CITY streets, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

08-RIV-215-PM 22.3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile South of Ethanac Road  
To 0.6 Mile North of Harley Knox Boulevard

3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY streets only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY streets, frontage roads, and other local streets will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY streets, any frontage roads, and other local streets constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such streets lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

08-RIV-215-PM 22.3/R32.9  
In the City of Perris  
On Route 215  
From 0.5 Mile South of Ethanac Road  
To 0.6 Mile North of Harley Knox Boulevard

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA  
Department of Transportation

LAURIE BERMAN  
Director of Transportation

By:

\_\_\_\_\_  
MICHAEL D. BEAUCHAMP  
District Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (State)

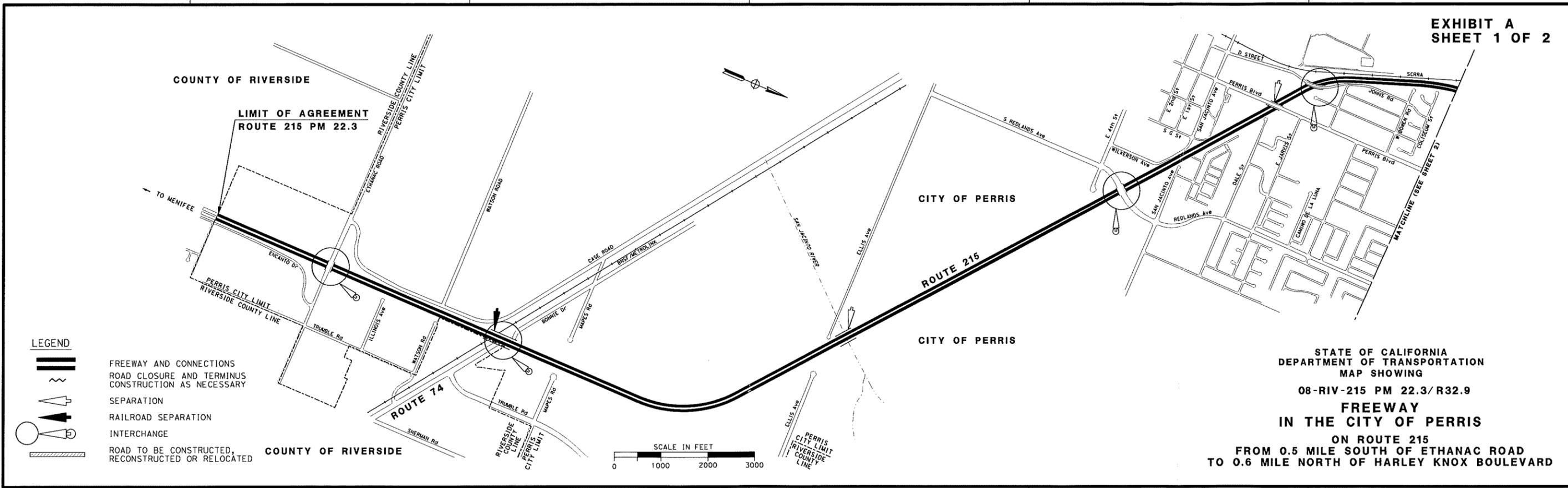
THE CITY OF PERRIS

By:

\_\_\_\_\_  
MICHAEL VARGAS  
Mayor

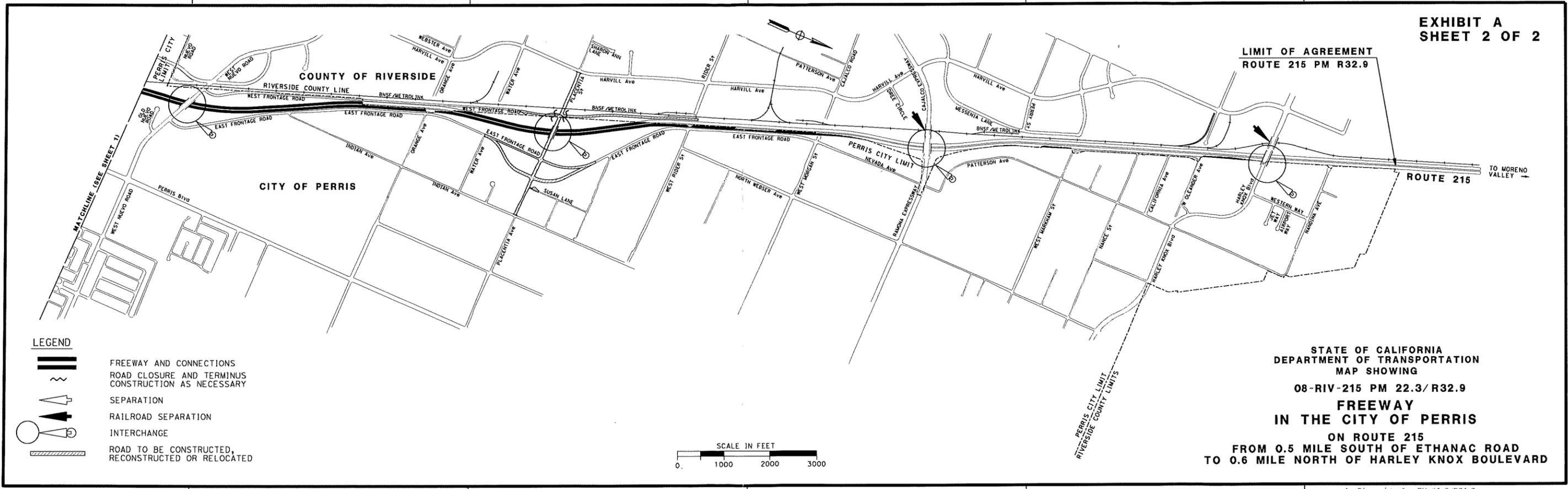
APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney (City)



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
MAP SHOWING  
08-RIV-215 PM 22.3/R32.9  
**FREEWAY**  
**IN THE CITY OF PERRIS**  
ON ROUTE 215  
FROM 0.5 MILE SOUTH OF ETHANAC ROAD  
TO 0.6 MILE NORTH OF HARLEY KNOX BOULEVARD

In Riverside Co. PM 22.3/R32.7



LIMIT OF AGREEMENT  
ROUTE 215 PM R32.9

ROUTE 215 TO MORENO VALLEY

- LEGEND**
- FREWAY AND CONNECTIONS
  - ROAD CLOSURE AND TERMINUS CONSTRUCTION AS NECESSARY
  - SEPARATION
  - RAILROAD SEPARATION
  - INTERCHANGE
  - ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED

SCALE IN FEET  
0 1000 2000 3000

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
MAP SHOWING  
08-RIV-215 PM 22.3/R32.9  
**FREEWAY**  
**IN THE CITY OF PERRIS**  
ON ROUTE 215  
FROM 0.5 MILE SOUTH OF ETHANAC ROAD  
TO 0.6 MILE NORTH OF HARLEY KNOX BOULEVARD

**COOPERATIVE AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AND  
THE CITY OF PERRIS**

**FOR INSTALLATION OF STORM DRAIN IMPROVEMENTS**

**AS PART OF THE PLACENTIA AVENUE WIDENING PROJECT**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Riverside County Transportation Commission ("RCTC") and the City of Perris ("CITY"). RCTC and the CITY are sometimes referred to herein individually as "Party", and collectively as "Parties".

**RECITALS**

WHEREAS, the CITY is undertaking the Placentia Avenue Widening Project ("Placentia Widening").

WHEREAS, the Placentia Widening project includes the installation of certain storm drain improvements in the CITY.

WHEREAS, the "Project" as that term is used in this Cooperative Agreement shall mean and refer to the installation of the storm drain improvements in the CITY as further detailed in Exhibit "A."

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, as further set forth herein.

WHEREAS, pursuant to the terms of this Cooperative Agreement, CITY shall complete the Project utilizing the same consultants and construction contractor ("Contractor") selected for completion of the Placentia Widening.

WHEREAS, the Parties acknowledge that CITY has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the CITY as follows:

**TERMS**

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. Term. This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is complete ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties and the public.

3.1 The scope of work for the Project is attached to this Cooperative Agreement as Exhibit "A."

4. Obligations of RCTC.

4.1 RCTC Review of Lowest Responsible Bid.

a. CITY shall provide RCTC a copy of the lowest responsible, responsive bid, as determined by CITY. RCTC shall have a right to review all bids received by the CITY upon request.

b. In the event the lowest responsible bidder's construction contract bid for the Project is greater than RCTC and CITY's funding commitments for the Project, as set forth herein, RCTC and CITY shall meet and determine a course of action to proceed. If CITY and RCTC do not agree in writing on a course of action within fifteen (15) days, the CITY shall attempt to reduce the total Project cost to be within the Project funding commitment of \$675,000 ("Total Project Budget").

4.2 RCTC Reimbursement of CITY for the Project.

a. RCTC shall deposit funds with the CITY for RCTC's share of Project costs to be incurred under this Cooperative Agreement in an amount not to exceed \$450,000 in accordance with the cost allocation set forth in Exhibit "B", attached hereto and incorporated herein by this reference, and with the provisions below ("RCTC Total Contribution") for the sole purpose of carrying out the Project.

4.3 The Parties agree that the dollar amounts set forth in Exhibit "B" are estimates. The CITY shall timely inform RCTC if the actual costs are anticipated to exceed RCTC's Total Contribution. If RCTC agrees to fund actual costs in excess of RCTC's Total Contribution, the Parties shall execute an amendment to this Agreement, and the attached Exhibit "B" to reflect such additional funding, and RCTC shall timely deposit the additional funding amount with the CITY. If RCTC does not agree to fund actual Project costs in excess of RCTC's Total Contribution, the CITY shall have the right to reduce the level of Project improvements so that the Project remains within the Total Project Budget. This provision shall apply to the initial bid for the Project, and to any change order work related to the Project that may arise during construction.

4.4 RCTC shall timely review design plans for the Project, and provide any comments within thirty (30) days of receipt of the plans. If the RCTC fails to provide any comments within said time period, City shall provide notice to the RCTC Executive Director that the design plans shall be deemed approved by the CITY if no comments are received within an additional 15 days.

4.5 After CITY opening of construction contract bids and identification of the lowest qualified bidder, RCTC shall deposit RCTC's Total Contribution within thirty (30) days receipt of written notice from the CITY.

4.6 RCTC may provide an RCTC oversight engineer or other RCTC staff to oversee the Project work during plan preparation and construction, at its own cost.

4.7 RCTC shall inspect the Project upon written notice of completion of the work by the CITY to RCTC, and identify any punch list work within fifteen (15) days.

## 5. Obligations of CITY

5.1 The CITY shall be responsible for providing all services to complete the Project, as identified in Exhibit "A", or as reasonably necessary for Project completion. Such services include, but are not limited to, completion of final design plans, construction management, and inspections of the Project until the Project is complete.

5.2 The CITY shall be responsible for the process of selecting the Contractor in compliance with all applicable local, state and federal laws;

5.3 The CITY shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project.

5.4 The CITY's share of the Project cost shall not exceed \$225,000 ("CITY Total Contribution"). In carrying out the Project, Project costs shall be paid in equal shares out of the CITY Total Contribution and the RCTC Total Contribution.

5.5 The CITY acknowledges and agrees that, unless otherwise provided pursuant to a written amendment to this Cooperative Agreement, RCTC's financial contribution to the Project under this Cooperative Agreement shall not exceed the RCTC's Total Contribution and that the RCTC Total Contribution shall only be used for the Project.

5.6 CITY shall provide RCTC an opportunity to review and approve all design documents for the Project prior to finalization of such design document for the Project for public bidding purposes. Additionally, CITY shall also provide RCTC an opportunity to review and approve any changes to such design documents due any necessary change orders occurring after commencement of work for the Project.

5.7 CITY shall provide RCTC an opportunity to inspect the Project work during construction.

5.8 CITY shall obtain or shall require the Contractor to obtain all required permits and approvals for all Project work.

5.9 As between RCTC and the CITY, the CITY shall be solely responsible for construction inspection of the Project work to ensure conformance with the construction contract. CITY shall allow RCTC staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. RCTC inspectors shall communicate any construction deficiencies during construction, including a final punch list, to CITY for completion.

5.10 The CITY shall own the Project and shall be solely responsible and liable for the operation, maintenance and use of the Project, at no cost or expense to RCTC.

5.11 The CITY shall provide a final accounting to RCTC within forty-five (45) days after Project Completion.

5.12 The CITY shall refund any unused portion of the RCTC Total Contribution to RCTC within sixty (60) days after Project Completion.

5.13 The CITY shall retain all records related to the Project and this Cooperative Agreement ("Records") for a period of three (3) years following Project Completion. The Records shall be available for inspection by RCTC upon request.

5.14 For the period during which CITY or Contractor controls the Project job site, CITY shall require that the Contractor provide, for the entire period of construction, insurance consistent with CITY's standard requirements. CITY shall require that RCTC be included as an additional insured under such policies. CITY shall require that RCTC be included as an indemnified party under the indemnification provision included in the CITY's construction contract.

6. Dispute Resolution. Unless otherwise specified herein, the Parties shall submit any unresolved dispute to RCTC's Executive Director and the CITY's Engineer for negotiation. The Executive Director and the CITY's Engineer agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may, but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

7. Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the CITY's

Engineer, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

8. Indemnification.

8.1 RCTC shall indemnify, defend and hold the CITY, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

8.2 The CITY shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the CITY, its officials, officers, employees, agents, consultants or contractors in the performance of the CITY's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

8.3 The indemnification provisions set forth in this Section 8 shall survive any expiration or termination of this Cooperative Agreement.

9. Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

10. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

11. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without

the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

12. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

13. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

14. Termination. Both RCTC and CITY shall have the right at any time, to terminate this Cooperative Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Notwithstanding the foregoing, following commencement of construction of the Project, RCTC may only terminate this Cooperative Agreement for cause, after providing CITY notice of such cause, and reasonable opportunity to cure. In the event that this Cooperative Agreement is terminated prior to completion of the Project, CITY shall return any unspent RCTC Total Contribution funds, after all costs incurred prior to the date of termination are deducted, to RCTC and shall provide a full accounting, in a form and with information required by RCTC, of all RCTC Total Contribution funds spent and unspent by CITY in connection with this Cooperative Agreement and the Project within 45 days of such termination. This full accounting shall include such other information that may be reasonably requested by RCTC.

15. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

16. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

17. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
COOPERATIVE AGREEMENT NO. 19-31-044-00**

**IN WITNESS WHEREOF**, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF PERRIS**

Approved by the  
City Council

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_  
Michael M. Vargas  
Mayor

Approved as to Form:

Recommended for approval:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

By: \_\_\_\_\_  
Grace I. Williams  
Director of Planning and Economic  
Development

ATTEST:

By: \_\_\_\_\_  
Nancy Salazar  
City Clerk (SEAL)

Approved as to Form:  
Aleshire & Wynder, LLP

By: \_\_\_\_\_  
Eric L. Dunn  
City Attorney

**EXHIBIT "A"**

**Scope of Work  
TO  
COOPERATIVE AGREEMENT NO. 19-31-044-00**

Installation of approximately 2,600 foot 30" culvert as part of CITY Placentia Avenue Widening Project between Indian Avenue and Perris Boulevard.

01006.0005/510518.3  
17336.01100\31742283.3

Exhibit B

**EXHIBIT "B"**

**COST ALLOCATION**

**TO**

**COOPERATIVE AGREEMENT NO. 19-31-044-00**

The cost share for the Project shall be as follows:

2/3 RCTC cost, up to the RCTC maximum share.

1/3 City cost.

Contract Item of Work	Estimated Cost	RCTC Maximum Share	CITY
Storm pipe improvements	\$ 675,000	\$ 450,000	\$ 225,000
Total	\$ 675,000	\$ 450,000	\$ 225,000

RCTC's contribution for the Project shall not exceed \$450,000.

**LANDSCAPE MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE I-215/PLACENTIA INTERCHANGE WITHIN THE CITY OF PERRIS**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of PERRIS; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Cooperative Agreement(s) number \_\_\_\_\_ dated \_\_\_\_\_, Permit Number(s) \_\_\_\_\_.
2. This Agreement addresses CITY responsibility for the landscape maintenance consisting of trees, shrubs, plantings, bio swales, maintenance paths, mulch, irrigation, erosion control, sidewalks, signage, streetlighting systems, litter and weed removal (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 215, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and

through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
  - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
  - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
  - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
  - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
  - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
  - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
  - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
  - 2.11. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray

operations shall be reported quarterly (Form LA17) to the STATE to: District Maintenance at 464 West 4<sup>th</sup> Street San Bernardino, CA 92401.

- 2.12. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - 2.13. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
  - 2.14. To inspect LANDSCAPING on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
  - 2.15. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
  - 2.16. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING in an expeditious manner.
  - 2.17. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
  - 2.18. To allow random inspection of LANDSCAPING, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
  - 2.19. To keep the entire landscaped area policed and free of litter and deleterious material.
  - 2.20. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
- 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
  - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care

respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
- 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.
- 4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

## 5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

6. INSURANCE

- 6.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF PERRIS  
A Municipal Corporation

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor/Chairmen

LAURIE BERMAN  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
Richard Belmudez, CITY Manager

By: \_\_\_\_\_  
Stephen R. Pusey  
Deputy District Director  
Maintenance District

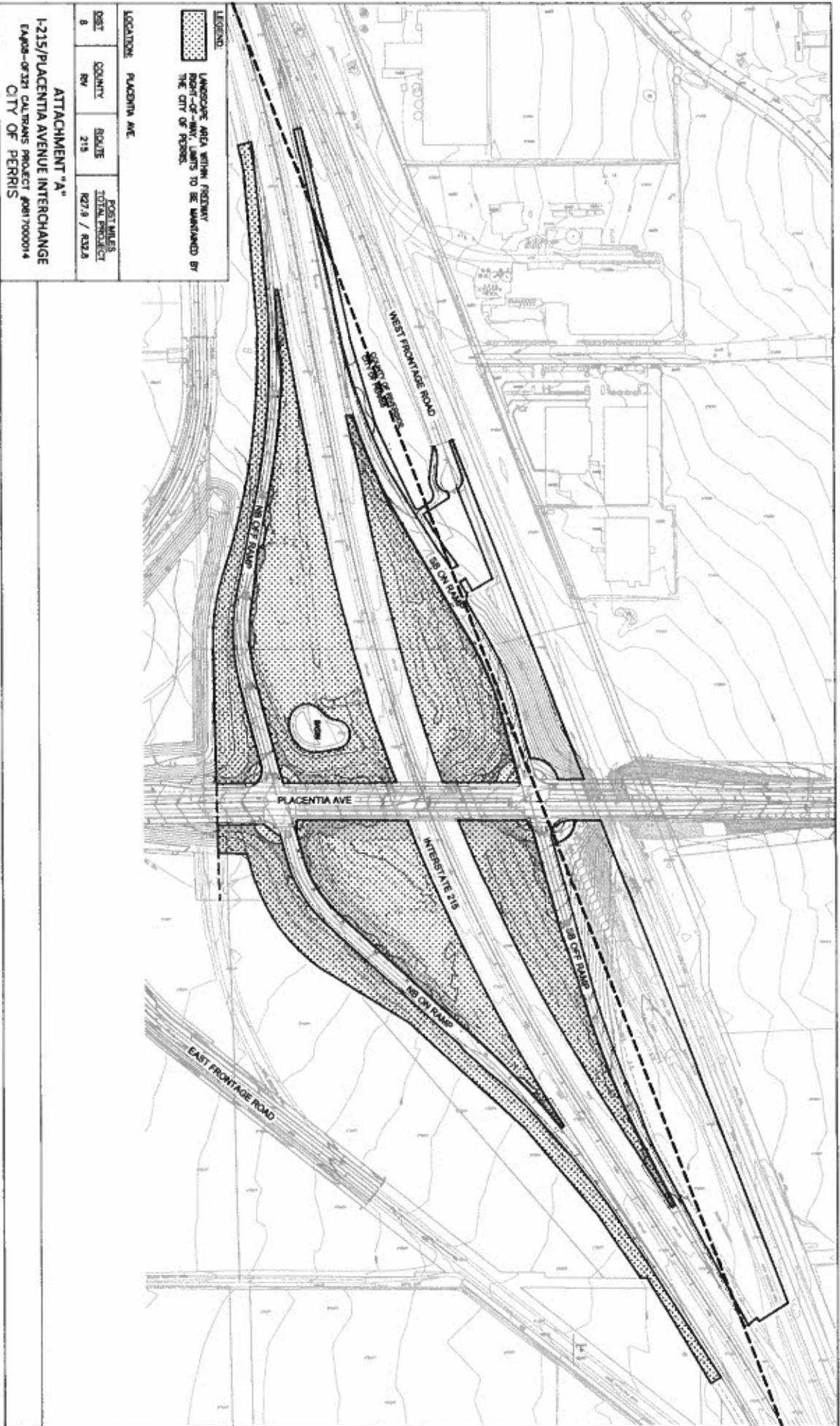
ATTEST:

By: \_\_\_\_\_  
Nancy Salazar, CITY Clerk

As to Form and Procedure:

By: \_\_\_\_\_  
Eric L. Dunn, CITY Attorney

By: \_\_\_\_\_  
Attorney  
Department of Transportation



**LEGEND**  
 LANDSCAPE AREA WITHIN PRESENT  
 RIGHT-OF-WAY LIMITS TO BE MAINTAINED BY  
 THE CITY OF FERRIS.

POST MILES	ROUTE	TOTAL PROJECT
8	215	R27.9 / R32.3

**ATTACHMENT "A"**  
**I-215/PLACENTA AVENUE INTERCHANGE**  
 EAP08-0731 CALTRANS PROJECT #0817000014  
 CITY OF FERRIS

**DEPARTMENT OF TRANSPORTATION**

175 West Cluster Street, San Bernardino, CA 92408  
TTY: California Relay Service (800) 735-2929  
PHONE (909) 388-7092  
FAX (909) 381-4425



*Flex your power!  
Be energy efficient!*

May 30, 2019

Mr. Richard Belmudez  
City Manager  
City of Perris  
101 N. D Street  
Perris, CA 92570

Re: Agreement of Sharing Cost of Electrical Facilities on State Highways –  
Revised Exhibit "A".

Dear Mr Belmudez:

Attached for your review and approval is an amendment to the Exhibit "A" of the shared Electrical Agreement with the City of Perris and the California Department of Transportation dated, February 28, 2012. This amendment will include the addition of the signals located at:

E0678, 215 NB @ Harley Knox Boulevard  
E1420, 215 NB @ Placentia Avenue New Signal Project 0F321  
E1419, 215 SB @ Placentia Avenue, New signal Project 0F321

Additional electrical billing will begin at completion of signal installation and acceptance of projects. Please replace the attached Exhibit "A" to your original copy of the Agreement dated, February 27, 2012.

If you are in agreement with these changes, please acknowledge your concurrence by returning *two signed copies* of this letter to the attention of Michael Hubert at the above referenced address.

Should you have questions, please contact Michael Hubert (909) 388-7092

Sincerely,

---

**Dave Wood, MMII**  
**Caltrans D8 Metro Regional Office**

Attachment

*"Caltrans improves mobility across California"*

Caltrans and the City of Perris  
May 30, 2019  
Page 2

WE, the City of Perris acknowledge receipt of the above noted revision of Exhibit "A".

\_\_\_\_\_  
**Richard Belmudez**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**DATE**

**Exhibit A**

**TRAFFIC SIGNAL AND LIGHTING AGREEMENT  
Caltrans and City of Perris  
Effective May 30, 2019**

**BASIS OF COST DISTRIBUTION  
State-Owned and Maintained  
Billed by the State**

No.	Route	Post Mile	Location	Signal ID	ISNS	Street Lights	Cost Distribution	
							State %	City %
1	215	22.760	NB Ethanac Road	E1050	3	3	50	50
2	215	22.761	SB Ethanac Road	E1049	3	4	50	50
3	215	27.910	NB Nuevo Road	E1347		4	50	50
4	215	28.075	SB Nuevo Road	E1348		4	50	50
5	215	29.400	NB Placentia Avenue New signal Project 0F321	E1420		3	50	50
6	215	29.399	SB Placentia Avenue New signal Project 0F321	E1419		3	50	25
7	215	33.100	NB Harley Knox Boulevard Under construction	E0678		2	50	50

**COOPERATIVE AGREEMENT  
BETWEEN  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AND  
THE CITY OF PERRIS**

**FOR INSTALLATION OF CITY REQUESTED ENHANCED LANDSCAPING  
AS PART OF THE I-215 PLACENTIA AVENUE INTERCHANGE**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Riverside County Transportation Commission ("RCTC") and the City of Perris ("CITY"). RCTC and the CITY are sometimes referred to herein individually as "Party", and collectively as "Parties".

**RECITALS**

WHEREAS, RCTC is undertaking the Mid County Parkway project ("MCP"), which includes improvements to the I-215 Placentia Avenue Interchange ("Placentia IC").

WHEREAS, the Placentia IC project includes a certain level of aesthetics and landscaping features, estimated at 3.5% of the construction cost of the Placentia IC project.

WHEREAS, the CITY desires to contribute an additional \$1.5 million to fund enhanced Placentia IC project aesthetic improvements and landscaping to be included in the Placentia IC work in the CITY.

WHEREAS, the "Project" as that term is used in this Cooperative Agreement shall mean and refer to the installation of the enhanced aesthetics and landscaping in the CITY, and related improvements necessary for the installation of the aesthetics and landscaping, as further detailed in Exhibit "A" and "B".

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, as further set forth herein.

WHEREAS, pursuant to the terms of this Cooperative Agreement, RCTC shall complete the Project utilizing the same consultants and construction contractor ("Contractor") selected for completion of the Placentia IC project.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a precondition to construction of the Project.

WHEREAS, the Placentia IC and the Project are also subject to a cooperative agreement entered into between RCTC and the California Department of Transportation ("Caltrans"). The Project shall be deemed complete upon Caltrans approval in accordance with said cooperative agreement ("Caltrans contract acceptance").

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the CITY as follows:

### **TERMS**

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. **Term.** This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is accepted by the CITY ("Term").

3. **Agreement to Cooperate.** The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public.

3.1 The scope of work for the Project is attached to this Cooperative Agreement as Exhibit "A" and "B".

4. **Obligations of the CITY.**

4.1 **CITY Review of Responsive Bids Prior to Award of the Project to the Lowest Responsible, Responsive Bidder.**

a. CITY shall be provided copies of the responsive bids, and shall be informed of RCTC's determination of the lowest responsible, responsive bidder prior to award of the Project by RCTC.

b. In the event the lowest responsible bidder's construction contract bid for the Project is greater than RCTC and CITY's funding commitments for the Project, as set forth herein, RCTC and CITY shall meet and determine a course of action to proceed. If CITY and RCTC do not agree in writing on a course of action within fifteen (15) days, RCTC may reduce the level of landscaping and aesthetics so that the cost of such improvements are within the Project funding commitment of \$2,900,000 ("Total Project Budget").

4.2 **CITY Deposit of Funds to RCTC for the Project.**

a. The CITY shall deposit with RCTC in increments of Two Hundred Fifty Thousand Dollars (\$250,000) the CITY's share of Project costs to be incurred under this Cooperative Agreement. However, the CITY's total share of Project

costs shall not exceed \$1,500,000.00 in accordance with the cost allocation set forth in Exhibit "C", attached hereto and incorporated herein by this reference, and with the provisions below ("City Total Contribution") for the sole purpose of carrying out the Project. However, RCTC shall not seek additional deposit from City for Project work, pursuant to this Section 4.2, until after RCTC has completely expended RCTC's Total Contribution ("RCTC's Total Contribution" is defined further in Section 5.5) and RCTC has completely expended the City's initial deposit of \$250,000, as described in Section 4.4.

b. After commencement of Project work and RCTC's Contribution and the CITY'S initial deposit are depleted, RCTC shall submit to the CITY quarterly invoices for additional deposit(s) not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) of CITY'S share of the Project cost per invoice, in a total Project cost amount not to exceed \$1,500,000.00, in accordance with the cost allocation set forth in Exhibit C. Each quarterly invoice shall include detail line-item charges for all necessary and actual expenses relating to the Project work that is chargeable to the CITY that encumbered the CITY's deposited funds, pursuant to this Cooperative Agreement. In the event that RCTC desires to submit quarterly invoices for additional deposits as described herein, RCTC shall submit such invoices by the last working day of the relevant quarter.

c. City shall independently review each quarterly deposit invoice submitted by RCTC to determine whether the Project work performed and expenses incurred are in compliance with the provisions of the Cooperative Agreement. Upon request of City, RCTC shall provide to the CITY with such records and information evidencing the cost shown on the deposit invoice submitted to the CITY. Except as to any charges for work performed or expenses incurred by RCTC which are disputed by CITY, CITY will use its best efforts to have the requested funds deposited with RCTC within thirty (30) days of receipt of RCTC's quarterly deposit invoice. RCTC acknowledges and agrees that due to the CITY warrant run procedures, the CITY cannot guarantee that payment will occur within this time period. Review and payment by CITY for any quarterly deposit invoice provided by RCTC shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

4.3 The Parties agree that the dollar amounts set forth in Exhibit "C" are estimates. RCTC shall timely inform the CITY if the actual costs are anticipated to exceed the City Total Contribution. If the CITY agrees to fund actual costs in excess of the City Total Contribution, the Parties shall execute an amendment to this Agreement, and the attached Exhibit "C" to reflect such additional funding, and the CITY shall timely deposit the additional funding amount when invoiced by RCTC. If the CITY does not agree to fund actual Project costs in excess of the City Total Contribution, RCTC shall have the right to reduce the level of Project improvements so that the Project remains within the Total Project Budget. This provision shall apply to the initial bid for the Project, and to any change order work related to the Project that may arise during construction.

4.4 Timing of Initial Deposit. After RCTC opening of construction contract bids, the CITY shall deposit with RCTC Two Hundred Fifty Thousand Dollars (\$250,000) of the City Total Contribution within thirty (30) days receipt of an initial deposit invoice from RCTC.

4.5 The CITY may provide a CITY oversight engineer or other CITY staff to oversee the Project work during plan preparation and construction, at its own cost.

4.6 The CITY shall process any required CITY encroachment permits required for the Project at no cost to RCTC or the Contractor, provided that RCTC or the Contractor, as the case may be, submits a complete application for such encroachment permits consistent with CITY's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the CITY in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.

4.7 Prior to initiating any work, RCTC shall provide the CITY with the design plans for the Project. The CITY shall timely review design plans for the Project, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the CITY fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Planning Manager and City Engineer of the CITY that the design plans shall be deemed approved by the CITY if no comments are received within an additional 15 days. The CITY shall inspect the Project upon written notice of completion of the work by RCTC to the CITY, and shall provide approval or identify any punch list work within fifteen (15) days.

4.8 Following the CITY's approval of the Project's completion of punch list work and Caltrans contract acceptance of the Project, the CITY shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC.

4.9 Following approval of this Cooperative Agreement, the CITY shall seek to enter into any necessary agreements with Caltrans and County for maintenance and operations and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC. However, RCTC shall cooperate, coordinate, and assist the CITY in seeking to enter into the necessary agreements with Caltrans and the County for maintenance and operations and use of, including all subsequent public use of, the Project.

4.10 Following CITY's approval of the Project's completion and Caltrans contract acceptance of the Project, the CITY shall be responsible for obtaining an encroachment permit from Caltrans and County to perform any necessary landscaping maintenance work within Caltrans and County right of way in relation to the Project.

5. Obligations of RCTC.

5.1 RCTC shall be responsible for providing all services to complete the Project, as identified in Exhibit "A" and Exhibit "B", or as reasonably necessary for Project completion. Such services include, but are not limited to, construction management and inspections of the Project until the Project is accepted by Caltrans. RCTC shall utilize its Placentia IC design consultant in order to prepare Plans, Specifications and Estimates for enhanced aesthetics and landscaping at the I-215/Placentia Avenue interchange based on the design requirements of Caltrans and the CITY, as depicted in Exhibit "A", Conceptual Landscaping Plan and Exhibit "B" Conceptual Aesthetic Plan.

5.2 RCTC shall be responsible for the process of selecting the Contractor in compliance with all applicable local, state and federal laws; however, prior to award of the Project, RCTC shall provide to the CITY copies of the responsive bids, and shall inform the CITY of RCTC's determination of the lowest responsible, responsive bidder.

5.3 RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project.

5.4 RCTC's share of the Project cost shall not exceed \$1,400,000 ("RCTC Total Contribution"). In carrying out the Project, RCTC shall first utilize funds from RCTC's Total Contribution, and shall then use the CITY's initial deposit to pay for all costs of the Project, and shall not seek additional deposits or reimbursement from CITY pursuant to Section 4.2 until RCTC's Total Contribution and the CITY's initial deposit have been completely expended.

5.5 The City Total Contribution in Exhibit "C" shall not be modified without the express prior written approval of the CITY. RCTC acknowledges and agrees that, unless otherwise provided pursuant to a written amendment to this Cooperative Agreement, the CITY's financial contribution to the Project under this Cooperative Agreement shall not exceed the City's Total Contribution and that the City Total Contribution shall only be used for the Project.

5.6 RCTC shall provide the CITY an opportunity to review and approve all design documents for the Project prior to finalization of such design document for the Project for public bidding purposes. Additionally, RCTC shall also provide the CITY an opportunity to review and approve any changes to such design documents due to any necessary change orders occurring after commencement of work for the Project.

5.7 RCTC shall provide the CITY an opportunity to inspect the Project work during construction at CITY cost.

5.8 In the event the CITY and RCTC are in disagreement with a design standard or construction method for installation of aesthetics and landscaping, CITY

standards shall prevail for Project improvements in CITY right of way and STATE standards shall prevail for Project Improvements in STATE right of way.

5.9 RCTC shall obtain or shall require the Contractor to obtain all required permits and approvals for all Project work.

5.10 As between RCTC and the CITY, RCTC shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow CITY staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. CITY inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion. The Project shall not be considered accepted by CITY until CITY has accepted completion of all CITY punch list work, as set forth in Section 4.8 above.

5.11 RCTC shall assign any warranties for the Contractor's work on the Project to the CITY upon Caltrans contract acceptance of the Project.

6. For the period during which RCTC or the Contractor controls the Project job site, RCTC shall require that the Contractor provide, for the entire period of construction, insurance consistent with RCTC's standard requirements, which conform to the Caltrans Standard Specifications. RCTC shall require that the CITY be included as an additional insured under such policies.

7. Dispute Resolution. Unless otherwise specified herein, the Parties shall submit any unresolved dispute to RCTC's Executive Director and the CITY's City Engineer for negotiation. The Executive Director and the City Engineer agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may, but is not required to, request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

8. Legal Action. If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the City Engineer pursuant to Section 7, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

9. Indemnification.

9.1 RCTC shall indemnify, defend and hold the CITY, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death,

in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.2 The CITY shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the CITY, its officials, officers, employees, agents, consultants or contractors in the performance of the CITY's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.3 The indemnification provisions set forth in this Section 9 shall survive any expiration or termination of this Cooperative Agreement.

10. RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use. This section shall not affect any warranties provided to RCTC by its Contractor related to the Project and as assigned by RCTC to the CITY pursuant to Section 5.10.

11. Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

12. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

13. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without

the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

14. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

15. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

16. Termination. Both RCTC and CITY shall have the right at any time, to terminate this Cooperative Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other party, specifying the date of termination. Notwithstanding the foregoing, following commencement of construction of the Project, the CITY may only terminate this Cooperative Agreement for cause, after providing RCTC notice of such cause, and reasonable opportunity to cure. In the event that this Cooperative Agreement is terminated prior to completion of the Project, RCTC shall return any unspent City deposited funds, after all costs incurred prior to the date of termination are deducted, to the CITY and shall provide a full accounting, in a form and with information required by the CITY, of all City Total Contribution funds spent and unspent by RCTC in connection with this Cooperative Agreement and the Project within 45 days of such termination. This full accounting shall include such other information that may be reasonably requested by CITY.

17. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

18. Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

19. Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

**SIGNATURE PAGE  
TO  
COOPERATIVE AGREEMENT NO. 19-31-019-00**

**IN WITNESS WHEREOF**, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

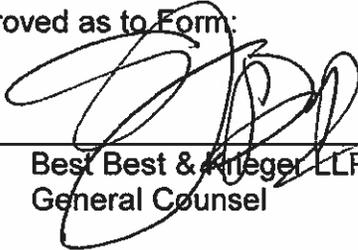
**CITY OF PERRIS**

Approved by the  
City Council

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_  
Michael M. Vargas  
Mayor

Approved as to Form:

By:  \_\_\_\_\_  
Best Best & Arjege LLP  
General Counsel

Recommended for approval:

By: \_\_\_\_\_  
Grace I. Williams  
Director of Planning and Economic  
Development

ATTEST:

By: \_\_\_\_\_  
Nancy Salazar  
City Clerk (SEAL)

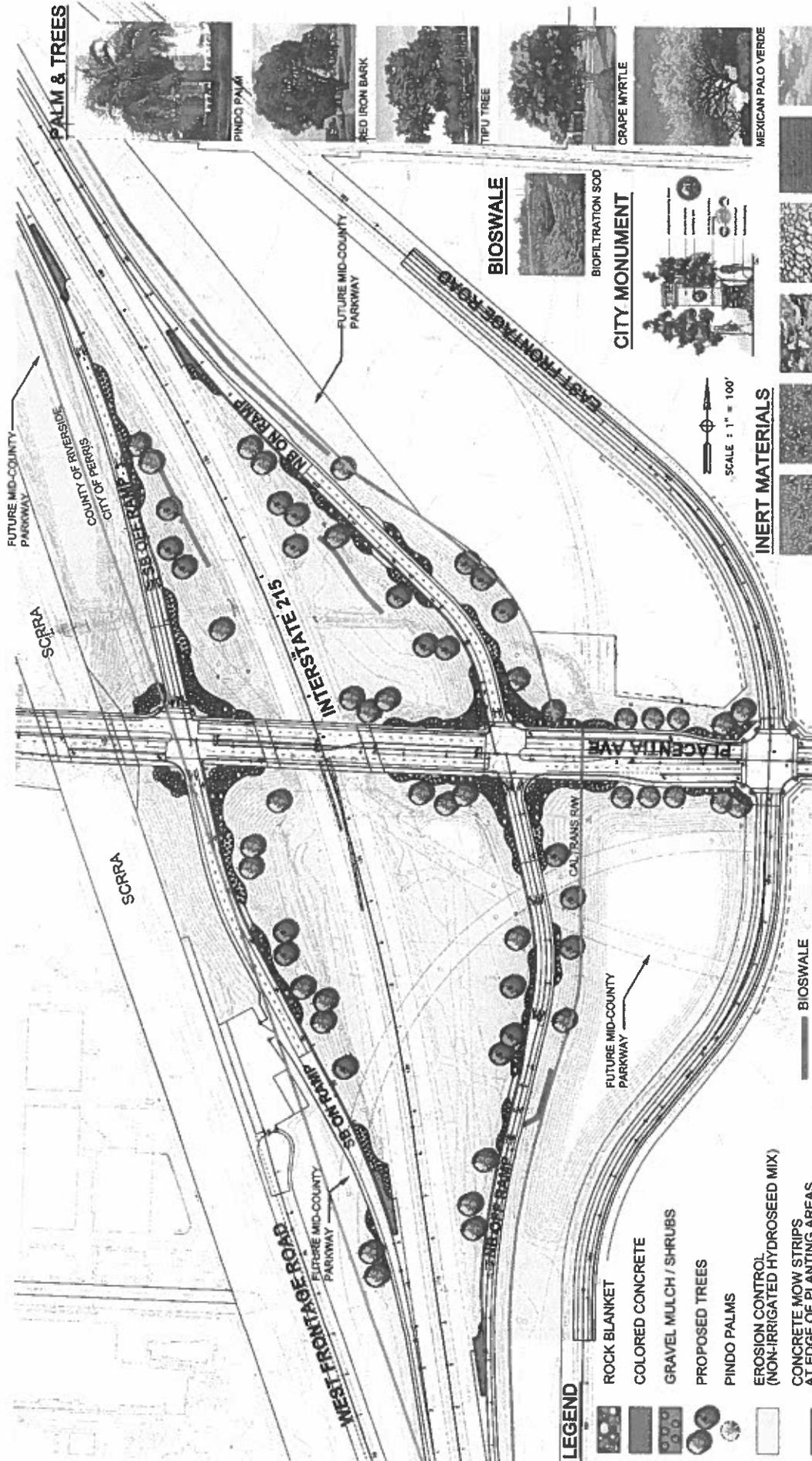
Approved as to Form:  
Aleshire & Wynder, LLP

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

**EXHIBIT "A"**

**Conceptual Landscaping Plan**

[attached behind this page]



**PALM & TREES**



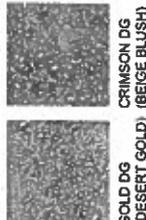
**BIOSWALE**



**CITY MONUMENT**



**INERT MATERIALS**



**LEGEND**

- ROCK BLANKET
- COLORED CONCRETE
- GRAVEL MULCH / SHRUBS
- PROPOSED TREES
- PINDO PALMS
- EROSION CONTROL (NON-IRRIGATED HYDROSEED MIX)
- CONCRETE MOW STRIPS AT EDGE OF PLANTING AREAS (COLOR TO MATCH STAMPED CONCRETE)
- CITY MONUMENT
- DECOMPOSED GRANITE WITH SHRUBS
- BIOSWALE
- CALTRANS RW
- CITY / COUNTY BOUNDARY LINE
- NATINA TREATMENT

**CONCEPTUAL PLAN FOR PLACENTIA AVENUE INTERCHANGE - ALTERNATIVE 3F**

**CITY OF PERRIS**

**DAVID EVANS AND ASSOCIATES INC.**  
 4311 E. Main Street  
 Ontario, CA 91764  
 Phone: 909.390.0000  
 January 29, 2019

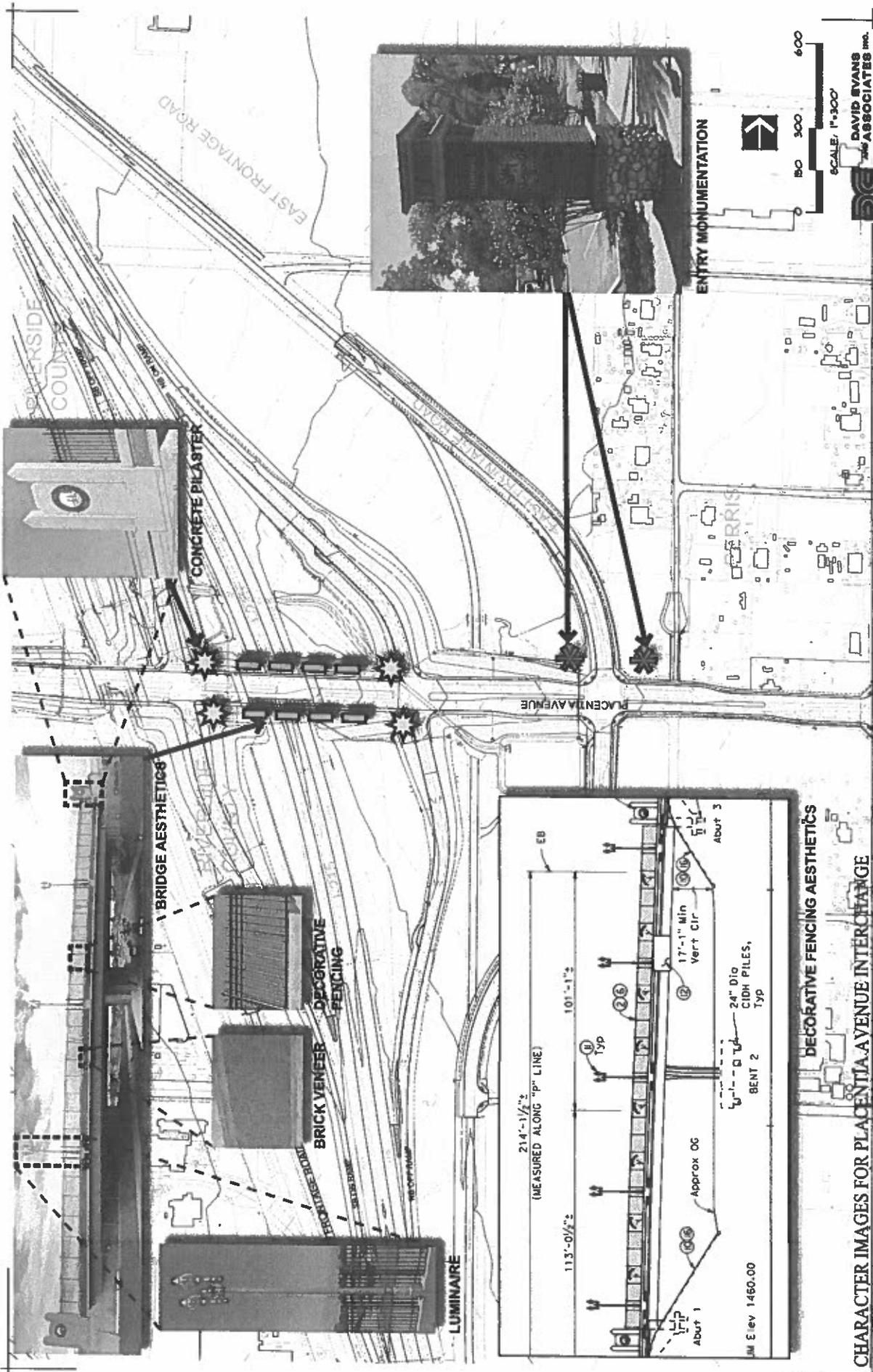


**EXHIBIT A**

**EXHIBIT "B"**

**Conceptual Aesthetic Plan**

[attached behind this page]



DAVID EVANS  
ASSOCIATES INC.  
EXHIBIT B  
JULY 2018

CHARACTER IMAGES FOR PLACENTIA AVENUE INTERCHANGE  
CITY OF PERRIS

**EXHIBIT "C"  
COST ALLOCATION**

Contract Item of Work	Estimated Landscaping & Aesthetics Cost	RCTC	CITY
Aesthetic Features	\$ 410,000	\$ 410,000	\$ 0
Landscaping	\$2,200,000	\$ 850,000	\$ 1,350,000
Contingency	\$ 290,000	\$ 140,000	\$ 150,000
Total	\$2,900,000	\$1,400,000	\$1,500,000

RCTC contribution for Aesthetics and Landscaping shall be \$1,400,000.

CITY's contribution for Project shall not exceed \$1,500,000.