

## **Attachments for City Council Agenda 7-14-2015**

7G – 2 –Year Contract with United Storm Water

7I - Agreement with Stetson Engineering

7S - Agreement with Tyler Technologies

7T - Stockpile Permit 15-05-82

7V - Lease Agreement Grove Community Church

**CITY OF PERRIS  
CONTRACT SERVICES AGREEMENT FOR  
STORM DRAIN AND POST CONSTRUCTION BMP MAINTENANCE  
(Specification No. FCD 1-2012-13-01)**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 28 day of August, 2014, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and UNITED STORM WATER, 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, to wit: Storm Drain and Post-Construction BMP Maintenance Services Specifications and Information For Bidders Specification No. #FCD 1-2012-13-01 (herein "Specification No. #FCD 1-2012-13-01"), 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, and disposal manifests necessary and reasonably incidental to maintain the storm drain system and post-construction BMP's; for the purpose of reducing the amount of sediment and pollutants entering local lakes, rivers and streams from multiple Flood Control Benefit Zones, within the Flood Control District #1, in Perris, CA, in strict accordance with Specification No. #FCD 1-2012-13-01. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

**1.3 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.

**1.4 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.

**1.5 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 Bid Reconciliation Schedule of Compensation found in Section BF, "Bid Form," of Specification No. #FCD 1-2012-13-01 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 1-2012-13-01. 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 in accordance with section GP and Section SP, "General Provisions" and "Special Provisions", respectively, of Specification No. #FCD 1-2012-13-01; and section BF "Contract Renewal Bid Schedule" Pages BF-2A through BF-2WW, incorporated herein by this reference, but not exceeding the maximum contract amount for each year as follows: Year I (Bid Schedule #2, #5-12, #15-17, #19, #20, #24-27, #29, #35-39, #41-46), one hundred ninety-one thousand, three hundred eighty-five and 73/100 dollars (\$191,385.73); and Year II (All Bid Schedules #1-46), three hundred seven thousand, two hundred sixty three and 99/100 (\$307,263.99 ); totaling a maximum Contract Sum of four hundred ninety-eight thousand, six hundred forty-nine and 72/100 (\$498,649.72) over the two year term of this Agreement (herein Contract Sum), except as provided in section 1.5. The method of compensation shall include: (i) unit quantity payments issued at satisfactory completion of services, as determined by City, for the first year of service; and (ii) unit quantity payments issued at satisfactory completion of services, as determined by City, for the second year of service based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum.

### 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-1-2012-13-01 and Section BF, "Contract Renewal Bid Schedule" Pages BF-2A through BF-2WW, incorporated herein by this reference. 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 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 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.

Eduardo Perry Jr. is hereby 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.

Michael Morales, 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 AND INDEMNIFICATION

### 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) Comprehensive General Liability Insurance.

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

#### (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) **Automotive Insurance.**

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$100,000.00 per occurrence and \$250,000.00 in the aggregate or (ii) combined single limit liability of \$500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. 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.

The 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 persons for which the Contractor 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.

4.2 **Indemnification.**

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of the City.

## 5.0 Term

### 5.1 Term

Unless earlier terminated in accordance with 5.4 below, this Agreement shall commence on August 28, 2014 and continue in full force and effect until August 28, 2016. 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 in Specification No. FCD# 1-2012-13-01. 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 \$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) 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 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.

## **6.0 MISCELLANEOUS**

### **6.1 Covenant 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 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 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.

### **6.3 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.

### **6.4 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, in the case of the City, to the City of Perris Public Works Department, Engineering Administration Division and to the attention of Michael Morales, Capital Improvements Project Manager, 101 North D 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.

### **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 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.

**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 nondefaulting 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 or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, 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.

[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:**  
**UNITED STORM WATER, INC.**

\_\_\_\_\_  
Eduardo Perry Jr., President

Address: 14000 E. Valley Blvd  
City of Industry, CA 91746

[END OF SIGNATURES]

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**CONTRACTOR:**  
UNITED STORM WATER, INC.

\_\_\_\_\_  
Eduardo Perry Jr., President

Address: 14000 E. Valley Blvd  
City of Industry, CA 91746

[END OF SIGNATURES]

**CERTIFICATE OF CONTRACTOR**

I, Eduardo Perry Jr., certify that I am a/the

President (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am

associated is United Storm Water, Inc.; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

SIGNATURE OF CONTRCATOR: \_\_\_\_\_



A768583

Contractor's California License No.

United Storm Water, Inc.

Name of License Holder

A,C21,HAZ,C31,C42,C27

Type of License

\_\_\_\_\_  
Expiration Date

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_ 

## NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & 10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

### BID FORM

Bid Date: August 15, 2012  
Time: 2:00 p.m.  
Place: 101 North "D" Street, Perris  
Project: "Storm Drain and Post Construction BMP Maintenance Services"  
(Specification No. #FCD 1-2012-13-01)

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of United Storm Water, Inc., hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as a corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Since time is of the essence, Bidder hereby agrees to commence work under this Contract on September 18, 2012 and to fully complete all work on or before the time periods specified in the Contract Documents after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$500.00 (five hundred dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

**STORM DRAIN AND POST-CONSTRUCTION BMP  
MAINTENANCE SERVICES (SPEC. #FCD 1-2012-13-01)**

Bidder (Company Name): United Storm Water Inc.

**CONTRACT RENEWAL BID SCHEDULE**

(A)	(B)	(C)	(D)	(E)	Yearly Price (Figures)  (Cx Dx E)
BID ITEM NO.	ESTIMATED QUANTITY AND UNIT	ITEM DESCRIPTION	UNIT PRICE  (Figures)	QUANTITY	FREQUENCY BI-ANNUALLY OR ANNUALLY
<b>1) Base Bid Schedule – FCD #2(Tract 20538)</b>					
3.	133LF.	Remove and dispose of debris from all 12" RCP, bi-annually	\$ 0.82 LF.	X133	X1  \$ 109.06
4.	133LF.	Video document and log condition after cleaning of all 12" RCP, bi-annually	\$ 0.82 LF.	X133	X1  \$ 109.06
5.	3847LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X3847	X1  \$ 3,154.54
6.	3847LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X3847	X1  \$ 3,154.54
7.	24LF.	Remove and dispose of debris from all 21" RCP, bi-annually	\$ 0.82 LF.	X24	X1  \$ 19.68
8.	24LF.	Video document and log condition after cleaning of all 21" RCP, bi-annually	\$ 0.82 LF.	X24	X1  \$ 19.68
9.	1163LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X1163	X1  \$ 953.66
10.	1163LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X1163	X1  \$ 953.66

11. 1653LF. Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X1653	X1	\$ 1,355.46
12. 1653LF. Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X1653	X1	\$ 1,355.46
13. 130LF. Remove and dispose of debris from all 33" RCP, bi-annually	\$ 0.82 LF.	X130	X1	\$ 106.60
14. 130LF. Video document and log condition after cleaning of all 33" RCP, bi-annually	\$ 0.86 LF.	X130	X1	\$ 111.80
15. 2310LF Remove and dispose of debris from all 36" RCP, bi-annually	\$ 0.82 LF.	X2310	X1	\$ 1,894.20
16. 2310LF. Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X2310	X1	\$ 1,986.60
17. 250LF. Remove and dispose of debris from all 48" RCP, bi-annually	\$ 0.82 LF.	X250	X1	\$ 205.00
18. 250LF. Video document and log condition after cleaning of all 48" RCP, bi-annually	\$ 0.89 LF.	X250	X1	\$ 222.50
19. 328LF. Remove and dispose of debris from all 54" RCP, bi-annually	\$ 0.82 LF.	X328	X1	\$ 268.96
20. 328LF. Video document and log condition after cleaning of all 54" RCP, bi-annually	\$ 0.96 LF.	X328	X1	\$ 314.88
21. 340LF. Remove and dispose of debris from all 57" RCP, bi-annually	\$ 0.82 LF.	X340	X1	\$ 278.80
22. 340LF. Video document and log condition after cleaning of all 57" RCP, bi-annually	\$ 0.96 LF.	X340	X1	\$ 326.40



23. 230LF.	Remove and dispose of debris from all 63" RCP, bi-annually	\$ 0.82 LF.	X230	X1	\$ 188.60
24. 230LF.	Video document and log condition after cleaning of all 63" RCP, bi-annually	\$ 0.96 LF.	X230	X1	\$ 220.80
25. 40LF.	Remove and dispose of debris from all 66" RCP, bi-annually	\$ 0.82 LF.	X40	X1	\$ 32.80
26. 40LF.	Video document and log condition after cleaning of all 66" RCP, bi-annually	\$ 0.96 LF.	X40	X1	\$ 38.40
<b>Subtotal FCD#2</b>					<b>\$ 17,381.14</b>

**2) Base Bid Schedule – FCD#05 (Tract 24809)**

28. 5EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X5	X2	\$ 5.00
29. 5EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X5	X2	\$ 465.00
30. 192LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X192	X1	\$ 251.52
31. 192LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X192	X1	\$ 157.44
32. 781LF.	Remove and dispose of debris from all 33" RCP, annually	\$ 1.31 LF.	X781	X1	\$ 1,023.11
33. 781LF.	Video document and log condition after cleaning of all 33" RCP, annually	\$ 0.86 LF.	X781	X1	\$ 671.66

34. 919LF.	Remove and dispose of debris from all 42" RCP, annually	\$ 1.31 LF.	X919	X1	\$ 1,203.89
35. 919LF.	Video document and log condition after cleaning of all 42" RCP, annually	\$ 0.86 LF.	X919	X1	\$ 790.34
36. 436LF.	Remove and dispose of debris from all 48" RCP, annually	\$ 1.31 LF.	X436	X1	\$ 571.16
37. 436LF.	Video document and log condition after cleaning of all 48" RCP, annually	\$ 0.89 LF.	X436	X1	\$ 388.04
38. 829LF.	Remove and dispose of debris from all 60" RCP, annually	\$ 1.31 LF.	X829	X1	\$ 1,085.99
39. 829LF.	Video document and log condition after cleaning of all 60" RCP, annually	\$ 0.96 LF.	X829	X1	\$ 795.84
39a. 68LF	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X68	X1	\$ 89.08
39b. 68LF.	Video document and log condition after cleaning of all 30" RCP, annually	\$ 0.82 LF.	X68	X1	\$ 55.76
<b>Subtotal FCD#5</b>					<b>\$ 7,553.9</b>

3) Bid Schedule – FCD#14 (Tract 30380)

43. 1170 LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X1170	X1	\$ 959.40
44. 542 LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X542	X1	\$ 444.44

45. 384 LF.	Remove and dispose of debris from all 60" RCP, at Evans Rd, located within Bradley earthen channel (sta.23+31.45 to sta. 23+03.45) , bi-annually	\$ 0.82 LF.	X384	X1	\$ 314.88
46. 255 LF.	Remove and dispose of debris from all 60" RCP at PVSD Channel(1+800.00 to sta. 1+00.00), bi-annually	\$ 0.82 LF.	X255	X1	\$ 209.10
47. 1170 LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X1170	X1	\$ 959.40
48. 542 LF.	Inspect, video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X542	X1	\$ 444.44
49. 384 LF.	Inspect, video document and log conditions after cleaning of all 60" RCP at Evans Rd, located within Bradley earthen channel (sta.23+31.45 to sta. 23+03.45) , bi-annually	\$ 0.96 LF.	X384	X1	\$ 368.64
50. 255LF.	Inspect, video document and log conditions after cleaning of all 60" RCP at PVSD Channel(1+800.00 to sta. 1+00.00), bi-annually	\$ 0.96 LF.	X255	X1	\$ 244.80
<b>Subtotal FCD#14</b>					<b>\$ 3,945.10</b>

4) Bid Schedule – FCD#14C (Tract 30380)

54. 1747 LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X1747	X1	\$ 1,432.54
55. 986 LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X986	X1	\$ 808.52

56. 1747LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X1747	X1	\$ 1,432.54
57. 986LF.	Inspect, video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X986	X1	\$ 808.52
<b>Subtotal FCD#14C</b>					<b>\$ 4,482.</b>

5) Bid Schedule – FCD#15 (Tract 28986)

59. 30 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X30	X2	\$ 30.00
60. 30 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X30	X2	\$ 2,790.00
<b>Subtotal FCD#15</b>					<b>\$ 2,820.00</b>

6) Bid Schedule – FCD#16 (Tract 24111)

62. 17EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X17	X2	\$ 17.00
65. 17EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X17	X2	\$ 1,581.00
68. 500LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X500	X1	\$ 655.00
69. 500LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X500	X1	\$ 410.00

69a. 228LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 L.F.	X228	X1	\$ 298.68
69b. 228LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 L.F.	X228	X1	\$ 186.96
70. 1336LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 L.F.	X1336	X1	\$ 1,750.16
71. 1336LF.	Video document and log condition after cleaning of all 30" RCP, annually	\$ 0.82 L.F.	X1336	X1	\$ 1,095.52
72. 596LF.	Remove and dispose of debris from all 42" RCP, annually	\$ 1.31 L.F.	X596	X1	\$ 780.76
73. 596LF.	Video document and log condition after cleaning of all 42" RCP, annually	\$ 0.86 L.F.	X596	X1	\$ 512.56
74. 577LF.	Remove and dispose of debris from all 48" RCP, annually	\$ 1.31 L.F.	X577	X1	\$ 755.87
75. 577LF.	Video document and log condition after cleaning of all 48" RCP, annually	\$ 0.89 L.F.	X577	X1	\$ 513.53
<b>Subtotal FCD#16</b>					<b>\$ 8,557.04</b>

7) Bid Schedule – FCD#17 (Tract 30382)

77. 7EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, WCS ARS Screen, and REM inlet filters (2 times per year)	\$ 0.50 EA.	X7	X2	\$ 7.00
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78. 7EA.	Remove and dispose of debris from catch basin, WCS ARS Screen, and REM inlet filters (2 times per year)	\$ 46.50 EA.	X7	X2	\$ 651.00
79. 6 EA.	Replace existing REM Inlet Filter Media Cartridge (Option B Heavy Loading) as required, per manufacturer's recommendations	\$ 77.50 EA.	X6	X1	\$ 465.00
<b>Subtotal FCD#17</b>					<b>\$1,123.00</b>

**8) Bid Schedule – FCD# 18A (Tract 30144)**

81. 5EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, WCS ARS screens and REM inlet filters, (2 times per year)	\$ 0.50 EA.	X5	X2	\$ 5.00
82. 5EA.	Remove and dispose of debris from catch basins, WCS ARS screens and REM inlet filters, (2 times per year)	\$ 46.50 EA.	X5	X2	\$ 465.00
83. 5EA.	Replace existing REM Inlet Filter Media Cartridge (Option B Heavy Loading) as required, per manufacturer's recommendations	\$ 70.00 EA.	X5	X1	\$ 350.00
<b>Subtotal FCD#18A</b>					<b>\$820.00</b>

**9) Bid Schedule – FCD# 18B (Tract 31683)**

85. 8EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X8	X2	\$ 8.00
86. 8EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X8	X2	\$ 744.00
<b>Subtotal FCD#18B</b>					<b>\$752.00</b>

**10) Bid Schedule – FCD# 19(Tract 26386)**

88. 5EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (Also Incl. N/W & S/W corners of Dale & Wilson ), (2 times per year)	\$ 0.50 EA.	X5	X2	\$ 5.00
89. 5EA.	Remove and dispose of debris from catch basins, (Also Incl. N/W & S/W corners of Dale & Wilson), (2 times per year)	\$ 46.50 EA.	X5	X2	\$ 465.00
90. 182 LF.	Remove and dispose of debris from all 18" RCP, Incl. 18" Lateral from CB at Wilson & Dale, annually	\$ 1.31 LF.	X182	X1	\$ 238.42
91. 182LF.	Video document and log condition after cleaning of all 18" RCP, Incl. 18" Lateral from CB at Wilson & Dale, annually	\$ 0.82 LF.	X182	X1	\$ 149.24

92. 268 LF.	Remove and dispose of debris from all 24" RCP, Beginning Sta. 18+97.38 continuing East to Sta. 22+85.38, annually	\$ 1.31 LF.	X268	X1	\$ 351.08
93. 268 LF.	Video document and log condition after cleaning of all 24" RCP, Beginning Sta. 18+97.38 continuing East to Sta. 22+85.38, annually	\$ 0.82 LF.	X268	X1	\$ 219.76
94. 44 LF.	Remove and dispose of debris from all 36" Lateral from CB at Dale & Wilson, S/W and N/W corners, annually	\$ 1.31 LF.	X44	X1	\$ 57.64
95. 44LF.	Video document and log condition after cleaning of all 36" Lateral from CB at Dale & Wilson, S/W and N/W corners, annually	\$ 0.86 LF.	X44	X1	\$ 37.84
<b>Subtotal FCD#19</b>					<b>\$1,523.9</b>

**11) Bid Schedule – FCD# 21(Tract 30751)**

97. 4EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, WCS ARS screens and REM inlet filters, (2 times per year)	\$ 0.50 EA.	X4	X2	\$ 4.00
98. 4EA.	Remove and dispose of debris from catch basins, WCS ARS screens and REM inlet filters on Redlands Ave., (2 times per year)	\$ 46.50 EA.	X4	X2	\$ 372.00
99. 4EA.	Replace existing REM Inlet Filter Media Cartridge (Option B Heavy Loading) as required, per manufacturer's recommendations	\$ 58.00 EA.	X4	X1	\$ 232.00



100. 167 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X167	X1	\$ 218.77
101. 167 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X167	X1	\$ 136.94
<b>Subtotal FCD#21</b>					<b>\$ 963.71</b>

**12) Bid Schedule – FCD# 22(Tract 30490 & 30518)**

103. 64EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X64	X2	\$ 64.00
105. 64EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X64	X2	\$ 5952.00
106. 27 LF.	Remove and dispose of debris from all 12" RCP, annually	\$ 1.31 LF.	X27	X1	\$ 35.37
107. 3297 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X3297	X1	\$ 4,319.07
108. 1503LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X1503	X1	\$ 1,968.93
109. 853 LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X853	X1	\$ 1,117.43
110. 1219 LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X1219	X1	\$ 1,596.89
111. 162 LF.	Remove and dispose of debris from all 42" RCP, annually	\$ 1.31 LF.	X162	X1	\$ 212.22

113. 27 LF.	Video document and log condition after cleaning of all 12"RCP, annually	<u>\$ 0.82</u> LF.	<u>X27</u>	<u>X1</u>	<u>\$ 22.14</u>
114. 3297 LF.	Video document and log condition after cleaning of all 18" RCP, annually	<u>\$ 0.82</u> LF.	<u>X3297</u>	<u>X1</u>	<u>\$ 2,703.54</u>
115. 1503 LF.	Video document and log condition after cleaning of all 24" RCP, annually	<u>\$ 0.82</u> LF.	<u>X1503</u>	<u>X1</u>	<u>\$ 1,232.46</u>
116. 853 LF.	Video document and log condition after cleaning of all 30" RCP, annually	<u>\$ 0.82</u> LF.	<u>X853</u>	<u>X1</u>	<u>\$ 699.46</u>
117. 1219LF.	Video document and log condition after cleaning of all 36" RCP, annually	<u>\$ 0.86</u> LF.	<u>X1219</u>	<u>X1</u>	<u>\$ 1,048.34</u>
118. 162 LF.	Video document and log condition after cleaning of all 42" RCP, annually	<u>\$ 0.86</u> LF.	<u>X162</u>	<u>X1</u>	<u>\$ 139.32</u>
<b>Subtotal FCD#22</b>					<b><u>\$21,111.1</u></b>

**13) Bid Schedule – FCD# 23(Tract 31114)**

123. 1076LF.	Remove and dispose of debris from all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1076</u>	<u>X1</u>	<u>\$ 882.32</u>
125. 1076 LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1076</u>	<u>X1</u>	<u>\$ 882.32</u>
<b>Subtotal FCD#23</b>					<b><u>\$1,764.6</u></b>

14) Bid Schedule – FCD# 24(Tract 31241)

130. 562 LF.	Remove and dispose of debris from all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X562</u>	<u>X1</u>	<u>\$ 460.84</u>
131. 188LF.	Remove and dispose of debris from all 24" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X188</u>	<u>X1</u>	<u>\$ 154.16</u>
132. 1000LF.	Remove and dispose of debris from all 30" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1000</u>	<u>X1</u>	<u>\$ 820.00</u>
133. 2240 LF.	Remove and dispose of debris from all 36" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X2240</u>	<u>X1</u>	<u>\$ 1,836.80</u>
135. 562LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X562</u>	<u>X1</u>	<u>\$ 460.84</u>
136. 188LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X188</u>	<u>X1</u>	<u>\$ 154.16</u>
137. 1000LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1000</u>	<u>X1</u>	<u>\$ 820.00</u>
138. 2240LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	<u>\$ 0.86</u> LF.	<u>X2240</u>	<u>X1</u>	<u>\$ 1,926.40</u>

138a 412LF	Remove and dispose of debris from all 42" RCP, bi-annually	\$ 0.82 LF.	X412	X1	\$ 337.84
138b 412LF	Video document and log condition after cleaning of all 42" RCP, bi-annually	\$ 0.86 LF.	X412	X1	\$ 354.32
<b>Subtotal FCD#24</b>					<b>\$7,325.3</b>

15) Bid Schedule – FCD# 25(Tract 30662 & 31654)

140. 53EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X53	X2	\$ 53.00
141. 53EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X53	X2	\$ 4,929.00
142. 3091LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X3091	X1	\$ 4,049.21
143. 1283LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X1283	X1	\$ 1,680.73
144. 1427LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X1427	X1	\$ 1,869.37
145. 786LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X786	X1	\$ 1,029.66
146. 723LF.	Remove and dispose of debris from 42" RCP to junction structure, annually	\$ 1.31 LF.	X723	X1	\$ 947.13

147. 1732LF.	Remove and dispose of debris from all 48" RCP, annually	\$ 1.31 LF.	X1732	X1	\$ 2,268.92
148. 198LF.	Remove and dispose of debris from all 54" RCP, annually	\$ 1.31 LF.	X198	X1	\$ 259.38
149. 160LF.	Remove and dispose of debris from all 60" RCP, annually	\$ 1.31 LF.	X160	X1	\$ 209.60
150. 1470LF.	Remove and dispose of debris from all 72" RCP, annually	\$ 1.31 LF.	X1470	X1	\$ 1,925.70
151. 1280LF.	Remove and dispose of debris from all 84" RCP, annually	\$ 1.31 LF.	X1280	X1	\$ 1,676.80
152. 628LF.	Remove and dispose of debris from all 18" CPP, annually	\$ 1.31 LF.	X628	X1	\$ 822.68
153. 3091LF.	Video document and log conditions after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X3091	X1	\$ 2,534.62
154. 1283LF.	Video document and log conditions after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X1283	X1	\$ 1,052.06
155. 1427LF.	Video document and log conditions after cleaning of all 30" RCP, annually	\$ 0.82 LF.	X1427	X1	\$ 1,170.14
156. 786LF.	Video document and log conditions after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X786	X1	\$ 675.96

157. 723LF.	Video document and log conditions after cleaning of all 42" RCP, annually	<u>\$ 0.86</u> LF.	<u>X723</u>	<u>X1</u>	<u>\$ 621.78</u>
158. 1732 LF.	Video document and log conditions after cleaning of all 48" RCP, annually	<u>\$ 0.89</u> LF.	<u>X1732</u>	<u>X1</u>	<u>\$ 1,541.48</u>
159. 198LF.	Video document and log conditions after cleaning of all 54" RCP(198x2), annually	<u>\$ 0.96</u> LF.	<u>X198</u>	<u>X1</u>	<u>\$ 190.08</u>
160. 160LF.	Video document and log conditions after cleaning of all 60" RCP, annually	<u>\$ 0.96</u> LF.	<u>X160</u>	<u>X1</u>	<u>\$ 153.60</u>
161. 1470LF.	Video document and log conditions after cleaning of all 72" RCP, annually	<u>\$ 0.96</u> LF.	<u>X1470</u>	<u>X1</u>	<u>\$ 1,411.20</u>
162. 1280LF.	Video document and log conditions after cleaning of all 84" RCP, annually	<u>\$ 0.96</u> LF.	<u>X1280</u>	<u>X1</u>	<u>\$ 1,228.80</u>
163. 628LF.	Video document and log conditions after cleaning of all 18"CPP, annually	<u>\$ 0.82</u> LF.	<u>X628</u>	<u>X1</u>	<u>\$ 514.96</u>
<b>Subtotal FCD#25</b>					<b><u>\$32,815.8</u></b>

16) Bid Schedule – FCD# 26(Tract 31678)

165. 8 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	<u>\$ 0.50</u> EA.	<u>X8</u>	<u>X2</u>	<u>\$ 8.00</u>
166. 8 EA.	Remove and dispose of debris from catch basins, (2 times per year)	<u>\$ 46.50</u> EA.	<u>X8</u>	<u>X2</u>	<u>\$ 744.00</u>

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167. 1154LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X1154	X1	\$ 1,511.74
168. 764LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X764	X1	\$ 1,000.84
169. 361LF.	Remove and dispose of debris from all 36" RCP located within Dale earthen Channel, annually	\$ 1.31 LF.	X361	X1	\$ 472.91
170. 150LF.	Remove and dispose of debris from all 48" CMP located within Dale earthen channel, annually	\$ 1.31 LF.	X150	X1	\$ 196.50
171. 1154LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X1154	X1	\$ 946.28
172. 764LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.84 LF.	X764	X1	\$ 641.76
173. 361LF.	Video document and log condition after cleaning of all 36" RCP within Dale earthen channel, annually	\$ 0.86 LF.	X361	X1	\$ 310.46
174. 150LF.	Video document and log conditions after cleaning of all 48" CMP located within Dale earthen channel, annually	\$ 0.89 LF.	X150	X1	\$ 133.50
175. 82 LF.	Remove and dispose of debris from 5'W x 3.5' H concrete box culvert at Dale and Wilson beginning at headwall invert at station 23+56.24 and continuing west ending at invert with 24" HDPE at station 22+74.24, annually	\$ 1.31 LF.	X82	X1	\$ 107.42

176. 82 LF.	Video document and log conditions after cleaning of 5' W x 3.5' H concrete box culvert at Dle and Wilson beginning at headwall invert station 23+56.24 and continuing west ending invert with 24" HDPE at station 22+74.24, annually	\$ 1.26 LF.	X82	X1	\$ 103.32
<b>Subtotal FCD#26</b>					<b>\$6,176.7</b>

17) Bid Schedule – FCD# 28(Tract 31201)

178. 7 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X7	X2	\$ 7.00
179. 7 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X7	X2	\$ 651.00
180. 979LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X979	X1	\$ 1,282.49
181. 979LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X979	X1	\$ 802.78
<b>Subtotal FCD#28</b>					<b>\$2,743.2</b>

18) Bid Schedule – FCD# 29(Tract 31178)

188. 1473 LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X1473	X1	\$ 1,207.86
189. 805LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X805	X1	\$ 660.10



190. 1274LF.	Remove and dispose of debris from all 36" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1274</u>	<u>X1</u>	<u>\$ 1,044.68</u>
191. 1296LF.	Remove and dispose of debris from all 48" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1296</u>	<u>X1</u>	<u>\$ 1,062.72</u>
191a. 164LF.	Remove and dispose of debris from all 60" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X164</u>	<u>X1</u>	<u>\$ 134.48</u>
193. 1473 LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1473</u>	<u>X1</u>	<u>\$ 1,207.86</u>
194. 805LF	Video document and log condition after cleaning of all 24" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X805</u>	<u>X1</u>	<u>\$ 660.10</u>
195. 1274LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	<u>\$ 0.86</u> LF.	<u>X1274</u>	<u>X1</u>	<u>\$ 1,095.64</u>
196. 1296LF.	Video document and log condition after cleaning of all 48" RCP, bi-annually	<u>\$ 0.89</u> LF.	<u>X1296</u>	<u>X1</u>	<u>\$ 1,153.44</u>
196a. 164LF.	Video document and log condition after cleaning of all 60" RCP, bi-annually	<u>\$ 0.96</u> LF.	<u>X164</u>	<u>X1</u>	<u>\$ 157.44</u>
<b>Subtotal FCD#29</b>					<b><u>\$8,384.32</u></b>

19) Bid Schedule – FCD# 31(Tract 29425)

198. 37EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X37	X2	\$ 37.00
199. 37EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X37	X2	\$ 3,441.00
200. 519LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X519	X1	\$ 679.89
201. 519LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X519	X1	\$ 425.58
202. 2110LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X2110	X1	\$ 2,764.10
203. 2110LF.	Video document and log conditions after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X2110	X1	\$ 1,730.20
204. 1224LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X1224	X1	\$ 1,603.44
205. 1224LF.	Video document and log conditions after cleaning of all 30" RCP, annually	\$ 0.82 LF.	X1224	X1	\$ 1,003.68
206. 1388LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X1388	X1	\$ 1,818.28
207. 1388LF.	Video document and log conditions after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X1388	X1	\$ 1,193.68

208. 313 LF.	Remove and dispose of debris from all 42" RCP, annually	\$ 1.31 LF.	X313	X1	\$ 410.03
209. 313 LF.	Inspect ,video document and log conditions after cleaning of all 42" RCP, annually	\$ 0.86 LF.	X313	X1	\$ 269.18
210. 259 LF.	Remove and dispose of debris from all 54" RCP, annually	\$ 1.31 LF.	X259	X1	\$ 339.29
211. 259 LF.	Inspect , video document and log conditions after cleaning of all 54" RCP, annually	\$ 0.96 LF.	X259	X1	\$ 248.64
<b>Subtotal FCD#31</b>					<b>\$15,963.95</b>

20) Bid Schedule – FCD# 32A (Tract 30773)

217. 14 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X14	X2	\$ 14.00
218. 14 EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X14	X2	\$ 1,302.00
223. 348 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X348	X1	\$ 455.88
224. 574 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X574	X1	\$ 751.94
225. 118 LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X118	X1	\$ 154.58
226. 82LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X82	X1	\$ 107.42

227. 26 LF.	Remove and dispose of debris from all 42"RCP, annually	\$ 1.31 LF.	X26	X1	\$ 34.06
228. 348LF.	Inspect, video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X348	X1	\$ 285.36
229. 574LF.	Inspect, video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X574	X1	\$ 470.68
230. 118 LF.	Inspect, video document and log condition after cleaning of all 30" RCP, annually	\$ 0.86 LF.	X118	X1	\$ 101.48
231. 82LF.	Inspect, video document and log condition after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X82	X1	\$ 70.52
232. 26 LF.	Inspect, video document and log condition after cleaning of all 42" RCP, annually	\$ 0.86 LF.	X26	X1	\$ 22.36
<b>Subtotal FCD #32A</b>					<b>\$3,770.20</b>

21) Bid Schedule – FCD# 32B (Tract 30773)

238. 2652 LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X2652	X1	\$ 2,174.64
239. 737LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X737	X1	\$ 604.34
240. 227LF.	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X227	X1	\$ 186.14
241. 479 LF.	Remove and dispose of debris from all 36" RCP, bi-annually	\$ 0.82 LF.	X479	X1	\$ 392.78

242. 2652 LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X2652	X1	\$ 2,174.64
243 737LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X737	X1	\$ 604.34
244. 227LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X227	X1	\$ 186.14
245. 479LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X479	X1	\$ 411.94
<b>Subtotal FCD#32B</b>					<b>\$6,734.96</b>

**22) Bid Schedule – FCD# 33(Tract DPR 01-0123)**

249. 187LF.	Remove and dispose of debris from all 12" PVC, bi-annually	\$ 0.82 LF.	X187	X1	\$ 153.34
250. 187LF.	Video document and log condition after cleaning of all 12" PVC, bi-annually	\$ 0.82 LF.	X187	X1	\$ 153.34
251. 98LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X98	X1	\$ 80.36
252. 98LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X98	X1	\$ 80.36
253. 460LF.	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X460	X1	\$ 377.20

254. 460LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X460</u>	<u>X1</u>	<u>\$ 377.20</u>
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**Subtotal FCD#33** \$ 1,221.1

**23) Bid Schedule – FCD# 34(Tract 32262)**

258. 281LF.	Remove and dispose of debris from all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X281</u>	<u>X1</u>	<u>\$ 230.42</u>
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259. 1692LF.	Remove and dispose of debris from all 24" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1692</u>	<u>X1</u>	<u>\$ 1,387.44</u>
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260. 1129LF.	Remove and dispose of debris from all 48" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1129</u>	<u>X1</u>	<u>\$ 925.78</u>
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261 3485LF.	Remove and dispose of debris from all 60" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X3485</u>	<u>X1</u>	<u>\$ 2,857.70</u>
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262. 281LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X281</u>	<u>X1</u>	<u>\$ 230.42</u>
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263. 1692LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X1692</u>	<u>X1</u>	<u>\$ 1,387.44</u>
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264. 1129LF.	Video document and log condition after cleaning of all 48" RCP, bi-annually	<u>\$ 0.89</u> LF.	<u>X1129</u>	<u>X1</u>	<u>\$ 1,004.81</u>
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265. 3485LF.	Video document and log condition after cleaning of all 60" RCP, bi-annually	<u>\$ 0.96</u> LF.	<u>X3485</u>	<u>X1</u>	<u>\$ 3,345.60</u>
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Subtotal FCD#34

\$ 11,369.67

24) Bid Schedule – FCD# 35B(Tract 22833 & 22832)

267. 9EA.	Inspect , photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X9	X2	\$ 9.00
268. 9EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X9	X2	\$ 837.00
269. 562LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X562	X1	\$ 736.22
270. 562LF.	Video document and log conditions after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X562	X1	\$ 460.84
271. 556 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X556	X1	\$ 728.36
272. 556 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X556	X1	\$ 455.92

Subtotal FCD#35B

\$ 3,227.34

25) Bid Schedule – FCD# 36(Triple Crown Elementary)

274. 4EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X4	X2	\$ 4.00
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275. 4EA.	Remove and dispose of debris from catch basins,(2 times per year)	\$ 46.50 EA.	X4	X2	\$ 372.00
276. 104 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X104	X1	\$ 136.24
277. 104 LF.	Video document and log conditions after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X104	X1	\$ 85.28
278. 42 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X42	X1	\$ 55.02
279. 42LF.	Video document and log conditions after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X42	X1	\$ 34.44
280. 1700LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X1700	X1	\$ 2,227.00
281. 1700LF.	Video document and log condition after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X1700	X1	\$ 1,462.00
<b>Subtotal FCD#36</b>					<b>\$ 4,375.9</b>

26) Bid Schedule – FCD# 37(DPR 04-0343)

289. 539LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X539	X1	\$ 706.09
290. 539LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X539	X1	\$ 441.98



**Subtotal FCD#37**

**\$ 883.91**

**27) Bid Schedule – FCD# 38(Skyview Elementary)**

294. 50LF.	Remove and dispose of debris from all 12" RCP, annually	<u>\$ 1.31</u> LF.	<u>X50</u>	<u>X1</u>	<u>\$ 65.50</u>
295. 120LF.	Remove and dispose of debris from all 24" RCP, annually	<u>\$ 1.31</u> LF.	<u>X120</u>	<u>X1</u>	<u>\$ 157.20</u>
296. 555LF.	Remove and dispose of debris from all 42" RCP, annually	<u>\$ 1.31</u> LF.	<u>X555</u>	<u>X1</u>	<u>\$ 727.05</u>
297. 50LF.	Video document and log condition after cleaning of all 12" RCP, annually	<u>\$ 0.82</u> LF.	<u>X50</u>	<u>X1</u>	<u>\$ 41.00</u>
298. 120LF.	Video document and log condition after cleaning of all 24" RCP, annually	<u>\$ 0.82</u> LF.	<u>X120</u>	<u>X1</u>	<u>\$ 98.40</u>
299. 555LF.	Video document and log condition after cleaning of all 42" RCP, annually	<u>\$ 0.86</u> LF.	<u>X555</u>	<u>X1</u>	<u>\$ 477.30</u>

**Subtotal FCD#38**

**\$ 1,211.20**

**28) Bid Schedule – FCD# 40(Tract 32793 & 33720)**

303. 942LF.	Remove and dispose of debris from all 18" RCP, bi-annually	<u>\$ 0.82</u> LF.	<u>X942</u>	<u>X1</u>	<u>\$ 772.44</u>
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304. 690LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X690	X1	\$ 565.80
305. 251LF.	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X251	X1	\$ 205.82
306. 669LF.	Remove and dispose of debris from all 36" RCP, bi-annually	\$ 0.82 LF.	X669	X1	\$ 548.58
307. 578LF.	Remove and dispose of debris from all 42" RCP, bi-annually	\$ 0.82 LF.	X578	X1	\$ 473.96
307a. 1242LF.	Remove and dispose of debris from all 48" RCP, bi-annually	\$ 0.82 LF.	X1242	X1	\$ 1,018.44
307b. 1242LF.	Video document and log condition after cleaning of all 48" RCP, bi-annually	\$ 0.89 LF.	X1242	X1	\$ 1,105.38
308. 942LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X942	X1	\$ 772.44
309. 690LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X690	X1	\$ 565.80
310. 251LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X251	X1	\$ 205.82
311. 669LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X669	X1	\$ 575.34
312. 578LF.	Video document and log condition after cleaning of all 42" RCP, bi-annually	\$ 0.86 LF.	X578	X1	\$ 497.08
<b>Subtotal FCD#40</b>					<b>\$ 7,306.90</b>

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**29) Bid Schedule- FCD#41(PM 31832)**

314.	1EA.	Remove and dispose of debris from catch basin, (2 times per year)	\$ 46.50 EA.	X1	X2	\$ 93.00
315.	1EA.	Inspect, photo document, and log conditions before and after cleaning catch basins, (2 times per year)	\$ 0.50 EA.	X1	X2	\$ 1.00
316.	1EA.	Remove and dispose of debris from riser, annually	\$ 250.00 EA.	X1	X1	\$ 250.00
317.	1EA.	Inspect, photo document, and log conditions before and after cleaning of riser, annually	\$ 150.00 EA.	X1	X1	\$ 150.00
320.	78LF.	Remove and dispose of debris from all 18" HDPE pipe, annually	\$ 1.31 LF.	X78	X1	\$ 102.18
321.	78 LF.	Video document and log condition after cleaning of all 18" HDPE pipe, annually	\$ 0.82 LF.	X78	X1	\$ 63.96
322.	62LF.	Remove and dispose of debris from all 18" PVC Storm pipe, annually	\$ 1.31 LF.	X62	X1	\$ 81.22
323.	62LF.	Video document and log condition after cleaning of all 18" PVC storm pipe, annually	\$ 0.82 LF.	X62	X1	\$ 50.84
324.	181LF.	Remove and dispose of debris from all 24" HDPE pipe, annually	\$ 1.31 LF.	X181	X1	\$ 237.11
325.	181LF.	Video document and log conditions after cleaning of all 24" HDPE pipe, annually	\$ 0.82 LF.	X181	X1	\$ 148.42
326.	286LF.	Remove and dispose of debris from all 30" HDPE pipe, annually	\$ 1.31 LF.	X286	X1	\$ 374.66

327.	286LF.	Video document and log conditions after cleaning of all 30" HDPE pipe, annually	\$ 0.82 LF.	X286	X1	\$ 234.52
328.	62LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X62	X1	\$ 81.22
329.	62LF.	Video document and log conditions after cleaning of all 30" RCP, annually	\$ 0.82 LF.	X62	X1	\$ 50.84
<b>Subtotal FCD#41</b>						<b>\$ 1,918.9</b>

**30) Bid Schedule – FCD# 44(Tract 32707 & 32708)**

334.	559LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X559	X1	\$ 458.38
335.	2047LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X2047	X1	\$ 1,678.54
336.	107LF.	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X107	X1	\$ 87.74
337.	1766LF.	Remove and dispose of debris from all 36" RCP, bi-annually	\$ 0.82 LF.	X1766	X1	\$ 1,448.12
338.	1010LF.	Remove and dispose of debris from 48" RCP to junction structure, bi-annually	\$ 0.82 LF.	X1010	X1	\$ 828.20
339.	559LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X559	X1	\$ 458.38
340.	2047 LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X2047	X1	\$ 1,678.54

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341. 107LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X107	X1	\$ 87.74
342. 1766LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X1766	X1	\$ 1,518.76
343. 1010LF.	Video document and log condition after cleaning of all 48" RCP, bi-annually	\$ 0.89 LF.	X1010	X1	\$ 898.90
<b>Subtotal FCD#44</b>					<b>\$9,143.30</b>

**31) Bid Schedule – FCD# 45(Tract 32780)**

347. 953LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X953	X1	\$ 781.46
348. 1771LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X1771	X1	\$ 1,452.22
349. 591LF.	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X591	X1	\$ 484.62
350. 155LF.	Remove and dispose of debris from all 36" RCP, bi-annually	\$ 0.82 LF.	X155	X1	\$ 127.10
351. 953LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X953	X1	\$ 781.46

352. 1771LF.	Video document and log condition after cleaning of all 24" RCP, bi- annually	\$ 0.82 LF.	X1771	X1	\$ 1,452.22
353. 591LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X591	X1	\$ 484.62
354. 155LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X155	X1	\$ 133.30
<b>Subtotal FCD#45</b>					<b>\$ 5,697.00</b>

**32) Bid Schedule – FCD# 46(Tract 32249)**

358. 812LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X812	X1	\$ 665.84
359. 2019LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X2019	X1	\$ 1,655.58
360. 519 LF	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 0.82 LF.	X519	X1	\$ 425.58
361. 561 LF.	Remove and dispose of debris from all 36" RCP, bi-annually	\$ 0.82 LF.	X561	X1	\$ 460.02
362. 416LF.	Remove and dispose of debris from all 42" RCP, bi-annually	\$ 0.82 LF.	X416	X1	\$ 341.12
363. 812LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X812	X1	\$ 665.84
364. 2019LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X2019	X1	\$ 1,655.58

365. 519 LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X519	X1	\$ 425.58
366. 561LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X561	X1	\$ 482.46
367. 416LF.	Video document and log condition after cleaning of all 42" RCP, bi-annually	\$ 0.86 LF.	X416	X1	\$ 357.76
367a. 34LF.	Remove and dispose of debris from all 12" RCP, bi-annually	\$ 0.82 LF.	X34	X1	\$ 27.88
367b. 34LF.	Video document and log condition after cleaning of all 12" RCP, bi-annually	\$ 0.82 LF.	X34	X1	\$ 27.88
<b>Subtotal FCD#46</b>					<b>\$ 7,191.12</b>

**33) Bid Schedule – FCD# 48(Tract CUP 06-0158)**

371. 1960LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 0.82 LF.	X1960	X1	\$ 1,607.20
372. 1960LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X1960	X1	\$1,607.20
372a. 10LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 0.82 LF.	X10	X1	\$ 8.20
372b. 10LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X10	X1	\$ 8.20
<b>Subtotal FCD#48</b>					<b>\$3,230.80</b>

**34) Bid Schedule – FCD# 49(Tract 31660 & 31660-1)**

376. 1085LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 1.31 LF.	X1085	X1	\$ 1,421.35
377. 2305LF.	Remove and dispose of debris from all 24" RCP, bi-annually	\$ 1.31 LF.	X2305	X1	\$ 3,019.55
378. 754LF.	Remove and dispose of debris from all 30" RCP, bi-annually	\$ 1.31 LF.	X754	X1	\$ 987.74
379. 268LF.	Remove and dispose of debris from all 36" RCP, bi-annually	\$ 1.31 LF.	X268	X1	\$ 351.08
380. 1196LF.	Remove and dispose of debris from all 48" RCP, bi-annually	\$ 1.31 LF.	X1196	X1	\$ 1,566.76
381. 1085LF.	Video document and log condition after cleaning of all 18" RCP, bi-annually	\$ 0.82 LF.	X1085	X1	\$ 889.70
382. 2305LF.	Video document and log condition after cleaning of all 24" RCP, bi-annually	\$ 0.82 LF.	X2305	X1	\$ 1,890.10
383. 754LF.	Video document and log condition after cleaning of all 30" RCP, bi-annually	\$ 0.82 LF.	X754	X1	\$ 618.28
384. 268LF.	Video document and log condition after cleaning of all 36" RCP, bi-annually	\$ 0.86 LF.	X268	X1	\$ 230.48
385. 1196LF.	Video document and log condition after cleaning of all 48" RCP, bi-annually	\$ 0.89 LF.	X1196	X1	\$ 1,064.44
392. 1372LF.	Remove and dispose of debris from 4' H x 8' W RCB (line R) (2x686) on Citrus Ave., bi-annually	\$ 0.75 LF.	X1372	X1	\$ 1,029.00



393. 1372LF.	Video document and log condition after cleaning of 4'H x 8'W RCB (Line R)(2x686) on Citrus Ave., bi-annually	\$ 1.26 LF.	X1372	X1	\$ 1,728.72
<b>Subtotal FCD#49</b>					<b>\$ 14,979.20</b>

**35) Bid Schedule – FCD# 50(Tract 32428)**

395. 25EA.	Inspect, photo Document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X25	X2	\$ 25.00
396. 25EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X25	X2	\$ 2,325.00
397. 675 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X675	X1	\$ 884.25
398. 675 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X675	X1	\$ 553.50
399. 1145 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X1145	X1	\$ 1,499.95
400. 1145LF.	Video document and log conditions after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X1145	X1	\$ 938.90
401. 324LF.	Remove and dispose of debris from all 30" RCP, annually	\$ 1.31 LF.	X324	X1	\$ 424.44
402. 324LF.	Video document and log conditions after cleaning of all 30" RCP, annually	\$ 0.82 LF.	X324	X1	\$ 265.68

403. 1415 LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X1415	X1	\$ 1,853.65
404. 1415LF.	Video document and log conditions after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X1415	X1	\$ 1,216.90
405. 1294LF.	Remove and dispose of debris from all 48" RCP, annually	\$ 1.31 LF.	X1294	X1	\$ 1,695.14
406. 1294LF.	Video document and log conditions after cleaning of all 48" RCP, annually	\$ 0.89 LF.	X1294	X1	\$ 1,151.66
406a. 95LF.	Remove and dispose of debris from all 42" RCP, annually	\$ 1.31 LF.	X95	X1	\$ 124.45
406b. 95LF.	Video document and log conditions after cleaning of all 42" RCP, annually	\$ 0.86 LF.	X95	X1	\$ 81.70
<b>Subtotal FCD#50</b>					<b>\$ 13,040.2</b>

**36) Bid Schedule – FCD# 52(Tract 31660 & 31660-1)**

412. 10EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins (2 times per year)	\$ 0.50 EA.	X10	X2	\$ 10.00
413. 10EA.	Remove and dispose of debris from catch (2 times per year)	\$ 46.50 EA.	X10	X2	\$ 930.00
414. 0EA.	Inspect, photo document, and log conditions before and after cleaning of inlets, (2 times per year)	\$ 0.50 EA.	X0	X2	\$ 0.00
415. 0EA.	Remove and dispose of debris from inlets (2 times per year)	\$ 35.00 EA.	X0	X2	\$ 0.00
416. 41LF.	Remove and dispose of debris from all 12" RCP, annually	\$ 1.31 LF.	X41	X1	\$ 53.71

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417. 1352 LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X1352	X1	\$ 1,771.12
418. 83LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X83	X1	\$ 108.73
419. 710LF.	Remove and dispose of debris from all 72" RCP, annually	\$ 1.31 LF.	X710	X1	\$ 930.10
420. 1811LF.	Remove and dispose of debris from all 78" RCP, annually	\$ 1.31 LF.	X1811	X1	\$ 2,372.41
421. 103LF.	Remove and dispose of debris from all 78" RCP (70LF.) from MH sta. 42+14.58 on Morgan, continuing east through transition structure(33 LF.) and ending at double 8'x5' box culverts (station 40+90) on Morgan Street, annually	\$ 1.31 LF.	X103	X1	\$ 134.93
422. 41 LF.	Video document and log condition after cleaning of all 12" RCP, annually	\$ 0.82 LF.	X41	X1	\$ 33.62
423. 1353 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X1353	X1	\$ 1,109.46
424. 83LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X83	X1	\$ 68.06
425. 710LF.	Video document and log condition after cleaning of all 72" RCP, annually	\$ 0.96 LF.	X710	X1	\$ 681.60
426. 1811LF.	Video document and log condition after cleaning of all 78" RCP, annually	\$ 0.96 LF.	X1811	X1	\$ 1,738.56

427. 103LF.	Video document and log conditions after cleaning of all 78" RCP (70LF.) from MH sta. 42+15.58 on Morgan, continuing east through transition structure (33LF) ending at double 8.5'x5' box culverts (sta. 40+90) on Morgan Street, annually	\$ 0.96 LF.	X103	X1	\$ 98.88
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**Subtotal FCD#52** \$ 10,041.1

37) Bid Schedule – FCD#53(Tract 31650 & 32406)

429. 12EA.	Inspect , photo document and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X12	X2	\$ 12.00
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430. 12EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X12	X2	\$ 1,116.00
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431. 444LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X444	X1	\$ 581.64
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432. 444LF.	Video document and log conditions after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X444	X1	\$ 364.08
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433. 759LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X759	X1	\$ 994.29
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434. 759LF.	Video Document and log conditions after cleaning of all 36" RCP, annually	\$ 0.82 LF.	X759	X1	\$ 622.38
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435. 355LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X355	X1	\$ 465.05
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436. 355LF	Video document and log conditions after cleaning of all 36" RCP, annually	\$0.86 LF.	X355	X1	\$ 305.30
436a. 43LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X43	X1	\$ 56.33
436b. 43LF	Video document and log conditions after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X43	X1	\$ 35.26
<b>Subtotal FCD#53</b>					<b>\$ 4,552.33</b>

**38) Bid Schedule – FCD# 56(Tract PM 33266)**

442. 11 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X11	X2	\$ 11.00
443. 11EA.	Remove and dispose of debris from catch basin, (2 times per year)	\$ 46.50 EA.	X11	X2	\$ 1,023.00
444. 431LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X431	X1	\$ 564.61
445. 132 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X132	X1	\$ 172.92
446. 523 LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X523	X1	\$ 685.13
447. 431 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X431	X1	\$ 353.42

448. 132 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X132	X1	\$ 108.24
449. 523 LF.	Video document and log condition after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X523	X1	\$ 449.78
449a. 107 LF.	Remove and dispose of debris from all 48" RCP, annually	\$ 1.31 LF.	X107	X1	\$ 140.17
449b. 107 LF.	Video document and log condition after cleaning of all 48" RCP, annually	\$ 0.89 LF.	X107	X1	\$ 95.23
<b>Subtotal FCD#56</b>					<b>\$ 3,603.5</b>

**39) Bid Schedule- FCD #57(Tract 34082)**

451. 8EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X8	X2	\$ 8.00
452. 8EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X8	X2	\$ 744.00
453. 185 LF.	Remove and Dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X185	X1	\$ 242.35
454. 185 LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X185	X1	\$ 151.70
455. 557 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X557	X1	\$ 729.67
456. 557 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X557	X1	\$ 456.74

457. 559LF.	Remove and dispose of debris from all 36" RCP, annually	\$ 1.31 LF.	X559	X1	\$ 732.29
458. 559 LF.	Video document and log condition after cleaning of all 36" RCP, annually	\$ 0.86 LF.	X559	X1	\$ 480.74
459. 686 LF.	Remove and Dispose of debris from all 48" RCP, annually	\$ 1.31 LF.	X686	X1	\$ 898.66
460. 686 LF.	Video document and log condition after cleaning of all 48" RCP, annually	\$ 0.89 LF.	X686	X1	\$ 610.54.
<b>Subtotal FCD#57</b>					<b>\$ 5,054.69</b>

**40) Bid Schedule – FCD# 63(Tract 31677)**

464. 59 LF.	Remove and dispose of debris from all 18" RCP, bi-annually	\$ 1.31 LF.	X59	X1	\$ 77.29
465. 59 LF.	Video document and log condition after cleaning of all 18" RCP, bi- annually	\$ 0.82 LF.	X59	X1	\$ 48.38
466. 5EA.	Inspect and photo document, and log conditions before and after cleaning of modified ADS structures/18" RCP pipe, (2 times per year)	\$ 0.50 EA.	X5	X2	\$ 5.00
467. 5EA.	Remove and dispose of debris from modified ADS structures/18" RCP pipe, (2 times per year)	\$ 250.00 EA.	X5	X2	\$ 2,500.00

468. 458LF.	Remove and dispose of debris from 6.5'W x 1.5'H concrete box culvert at Brennan and Webster, bi-annually	\$ 1.31 LF.	X458	X1	\$ 599.98
469. 458LF.	Video document and log condition after cleaning of 6.5' H x 1.5' W concrete box culvert at brennan and Webster, bi-annually	\$ 1.26 LF.	X458	X1	\$ 577.08
<b>Subtotal FCD#63</b>					<b>\$3,807.7</b>

**41) Bid Schedule – FCD# 64(Tract DPR 04-0464)**

471. 8 EA.	Inspect, photo document, and log conditions before and after cleaning of catch basins, (2 times per year)	\$ 0.50 EA.	X8	X2	\$ 8.00
472. 8EA.	Remove and dispose of debris from catch basins, (2 times per year)	\$ 46.50 EA.	X8	X2	\$ 744.00
473. 491 LF.	Remove and dispose of debris from all 6" RCP, annually	\$ 1.31 LF.	X491	X1	\$ 643.21
474. 135LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X135	X1	\$ 176.85
475. 308 LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X308	X1	\$ 403.48
476 5522LF.	Remove and dispose of debris from 8.5' H x 5'W RCB (2761x2), annually	\$ 1.31 LF.	X5522	X1	\$ 7,233.82



477. 491LF.	Video document and log condition after cleaning of all 6" RCP, annually	\$ 0.78 LF.	X491	X1	\$ 382.98
478. 135LF.	Video document and log condition after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X135	X1	\$ 110.70
479. 308 LF.	Video document and log condition after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X308	X1	\$ 252.56
480. 5522LF.	Video document and log conditions after cleaning of 8.5' H x 5' W RCB(2761x2), annually	\$ 1.26 LF.	X5522	X1	\$ 6,957.72
<b>Subtotal FCD#64</b>					<b>\$16,913.32</b>

42) Perris Blvd and Business Park Drive Storm Drain Facilities

482. 4EA.	Inspect photo document and log conditions before and after cleaning of catch basins(2 times per year)	\$ 0.50 EA.	X4	X2	\$ 4.00
483. 4EA.	Remove and dispose of debris from all catch basing (2 times per year)	\$ 46.50 EA.	X4	X2	\$ 372.00
484. 165LF.	Remove and dispose of debris from all 18" RCP , annually	\$ 1.31 LF.	X165	X1	\$ 216.15
485. 165LF.	Video document and log conditions after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X165	X1	\$ 135.30
486. 1237LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X1237	X1	\$ 1,620.47
487. 1237LF.	Video document and log conditions after cleaning of all 24" RCP, annually	\$ 0.82 LF.	X1237	X1	\$ 1,014.34

Subtotal Perris/Bus. Park

\$ 3,362.1

43) Perris Blvd. Pipe (FCD#2)

489. 2EA.	Inspect photo document and log conditions before and after cleaning of catch basins(2 times per year)	\$ 0.50 EA.	X2	X2	\$ 2.00
490. 2EA.	Remove and dispose of debris from all catch basing (2 times per year)	\$ 46.50 EA.	X2	X2	\$ 186.00
491. 85LF	Remove and dispose of debris from all 18" RCP lateral (at riser) annually	\$ 1.31 LF.	X85	X1	\$ 111.35
492. 85LF.	Video document and log conditions after cleaning of all 18" RCP lateral (at riser), annually	\$ 0.82 LF.	X85	X1	\$ 69.70
493. 1419 LF.	Remove and dispose debris from all 48" CMP, annually	\$ 1.31 LF.	X1419	X1	\$ 1,858.89
494. 1419 LF.	Video document and log condition after cleaning of all 48" CMP, annually	\$ 0.89 LF.	X1419	X1	\$ 1,262.91
495. 281LF.	Remove and dispose of debris from all 54" RCP, annually	\$ 1.31 LF.	X281	X1	\$ 368.11
496. 281LF.	Video document and log condition after cleaning of all 54" RCP, annually	\$ 0.96 LF.	X281	X1	\$ 269.76
497. 99LF.	Remove and dispose of debris from all 24" CMP lateral (at riser), annually	\$ 1.31 LF.	X99	X1	\$ 129.69
498. 99LF.	Video document and log condition after cleaning of all 24" CMP lateral (at riser), annually	\$ 0.82 LF.	X99	X1	\$ 81.18

BF-2RR

499. 19LF.	Remove and dispose of debris from all 15" CMP lateral (11 & 8 LF.), annually	\$ 1.31 LF.	X19	X1	\$ 24.89
500. 19LF.	Video document and log conditions after cleaning of all 15" CMP lateral (11 & 8 LF.)	\$0.82 LF.	X19	X1	\$ 15.58
501. 122LF.	Remove and dispose of debris from all 18" PVC laterals (2 x 61LF.), includes 12.5' x 19' concrete sump, annually	\$ 1.31 LF.	X122	X1	\$ 159.82
502. 122LF.	Video document and log conditions after cleaning of all 18" PVC laterals, includes 12.5' x 9' concrete sump	\$ 0.82 LF.	X122	X1	\$ 100.04
<b>Subtotal Perris Blvd. Pipe</b>					<b>\$ 4,639.92</b>

44) Bid Schedule- FCD# 60 (DPR 04-0314)

504. 2EA	Inspect photo document and log conditions before and after cleaning of catch basins(2 times per year)	\$ 0.50 EA.	X2	X2	\$ 2.00
505. 2EA.	Remove and dispose of debris from all catch basing (2 times per year)	\$ 46.50 EA.	X2	X2	\$ 186.00
506. 105LF.	Remove and dispose of debris from all 18" RCP, annually	\$ 1.31 LF.	X105	X1	\$ 137.55
507. 105LF.	Video document and log conditions after cleaning of all 18" RCP, annually	\$ 0.82 LF.	X105	X1	\$ 86.10
508. 250LF.	Remove and dispose of debris from all 24" RCP, annually	\$ 1.31 LF.	X250	X1	\$ 327.50

509.	250LF.	Video document and log conditions after cleaning of all 24" RCP, annually	<u>\$ 0.82</u> LF.	<u>X250</u>	<u>X1</u>	<u>\$ 205.00</u>
<b>Subtotal FCD#60</b>						<b>\$ 944.</b>

45) Bid Schedule- FCD# 10

511	1698LF	Remove and dispose of debris from Pipe, annually	<u>\$1.31</u> LF	<u>X1698</u>	<u>X1</u>	<u>\$2,224.38</u>
512	1698LF	Video document and log condition after cleaning all pipe, annually	<u>\$0.82</u> LF	<u>X1698</u>	<u>X1</u>	<u>\$1,392.36</u>
513	9 EA	Remove and dispose of debris from Catch Basins (2 times per year)	<u>\$46.50</u> LF	<u>X9</u>	<u>X2</u>	<u>\$837.00</u>
514	9 EA	Inspect, photo document, and log conditions before and after cleaning catch basins (2 times per year)	<u>\$0.50</u> LF.	<u>X9</u>	<u>X2</u>	<u>\$9.00</u>
<b>Subtotal FCD#10</b>						<b>\$ 8,554.2</b>

46.) Bid Schedule – PK-16 Morgan Park

515.	138 LF	Remove and dispose of debris from 4" PVC Pipe, annually	<u>\$1.31</u> LF.	<u>X138</u>	<u>X1</u>	<u>\$180.78</u>
516.	71 LF	Remove and dispose of debris from 6" PVC Pipe, annually	<u>\$1.31</u> LF.	<u>X71</u>	<u>X1</u>	<u>\$93.01</u>
517.	20 LF	Remove and dispose of debris from 8" PVC Pipe, annually	<u>\$1.31</u> LF.	<u>X20</u>	<u>X1</u>	<u>\$26.20</u>
518.	2450 LF	Remove and dispose of debris from 12" PVC Pipe, annually	<u>\$1.31</u> LF.	<u>X2450</u>	<u>X1</u>	<u>\$3,209.50</u>

519.	138 LF	Video document and log condition after cleaning all 4" PVC Pipe, annually	<u>\$0.82</u> LF.	<u>X138</u>	<u>X1</u>	<u>\$113.16</u>
520.	71 LF	Video document and log condition after cleaning all 6" PVC Pipe, annually	<u>\$0.82</u> LF.	<u>X71</u>	<u>X1</u>	<u>\$58.22</u>
521.	20 LF	Video document and log condition after cleaning all 8" PVC Pipe, annually	<u>\$0.82</u> LF.	<u>X20</u>	<u>X1</u>	<u>\$16.40</u>
522.	2450 LF	Video document and log condition after cleaning all 12" PVC Pipe, annually	<u>\$0.82</u> LF.	<u>X2450</u>	<u>X1</u>	<u>\$2,009.00</u>
523.	18 EA	Remove and dispose of debris from Catch Basins (2 times per year)	<u>\$46.50</u> LF.	<u>X18</u>	<u>X2</u>	<u>\$1,674.00</u>
524.	18 EA	Inspect, photo document, and log conditions before and after cleaning of catch basins (2 times per year)	<u>\$0.50</u> LF.	<u>X18</u>	<u>X2</u>	<u>\$18.00</u>
525.	4 EA	Remove and dispose of debris from Catch Basins with filter (2 times per year)	<u>\$46.50</u> LF.	<u>X4</u>	<u>X2</u>	<u>\$372.00</u>
526.	4 EA	Inspect, photo document, and log conditions before and after cleaning of catch basins with filter (2 times per year)	<u>\$0.50</u> LF.	<u>X4</u>	<u>X2</u>	<u>\$4.00</u>
527.	4 EA	Replace existing Filter media cartridge, as require, per manufacturer's recommendations	<u>\$70.00</u>	<u>X4</u>	<u>X1</u>	<u>\$280.00</u>
528.	1 EA	Remove and dispose of debris underground 15 x 15 vault, and provide before and after photos annually	<u>\$500.00</u> LF.	<u>X1</u>	<u>X1</u>	<u>\$500.00</u>
<b>Subtotal FCD#PK-16</b>						<b><u>\$ 8,554.27</u></b>

**SUBTOTAL – YEAR ONE**

**ALL BID SCHEDULES #2, 5-12, 15-17, 19, 20, 24-27, 29, 35-39, 41-46**

**\$ 191,385.73**

**(In Figures)**

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**One hundred ninety one thousand, three hundred eighty five and 73/100**

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

**SUBTOTAL – YEAR TWO**

**ALL BID SCHEDULES #1-46**

**\$ 307,263.99**

**(In Figures)**

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**Three hundred seven thousand, two hundred sixty three and 99/100**

**(In Words)**

**GRAND TOTAL -- ALL YEARS OF CONTRACT RENEWAL**

**\$ 498,649.72**

**(In Figures)**

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**Four hundred ninety-eight thousand, six hundred forty nine and 72/100**

**(In Words)**

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 #44); or Award, if made, will be made to one or more separate bidders based upon lowest total of all bid items within Bid Schedule 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, & 22; or 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 & 44; or 1-44 less items # 63, 66, 64, 67, 104, 112, 121, 124, 128, 134, 185, 192, 212, 213, 219, 220, 235, 241, 282, 283, 287, 288, 312A, 312B, 330, 331, 387, 388, 389, 390, 391, 407, 408, 409, 410, 437, 438, 439, 440; 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.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

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. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

#### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder United Storm Water, Inc., proposed subcontractor N/A, hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause.



Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### **Noncollusion Affidavit**

(Title United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

**NONE**

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Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**NONE**

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Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

**NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf

of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Person who inspected site of the proposed work as a representative of your firm:

Christian Anguiano  
Name (please print)

8/6/2012  
Date of Inspection

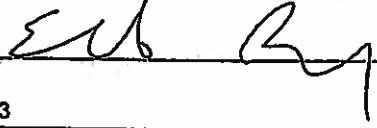
Bidder acknowledges receipt of the following Addenda:

ADDENDUM #1  
ADDENDUM #2  
\_\_\_\_\_  
\_\_\_\_\_

Dated 8/2/12  
Dated 8/6/12  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_

NAME OF BIDDER: United Storm Water, Inc.

NAME AND TITLE OF SIGNING PARTY: Eduardo Perry Jr. (President)

SIGNATURE OF BIDDER: 

768583  
Contractor's California License No.

(CORPORATE SEAL)

United Storm Water, Inc.  
Name of License Holder  
Class A, C21, HAZ, C31, C42, C27  
Type of License  
9/30/2013  
Expiration Date

Contact Information:

Company Name: United Storm Water, Inc.

Contact Person: Christian Anguiano

Title: Project Manager

Company Address: 14000 E. Valley Blvd  
City of Industry, CA 91746

Phone Number: 626/290-5372

Fax Number: 626/961-3166

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (½%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

<b>Trade</b>	<b>% Of Work To Be Done</b>	<b>Name</b>	<b>License No.</b>	<b>Address</b>
CCTV	25%	Innerline Engineering	A790418	376930 Oxford Drive Murrieta, CA 92582

\* Identify any DBE subcontractors

**LISTING OF MANUFACTURERS**

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

**Item or Material**

**Manufacturer or Supplier**

**DBE\***

Inlet Filter Replacement Cartridge

Revel Environmental Manufacturing 0043269 Yes

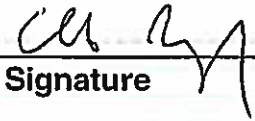
No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

\* Identify if Supplier is a DBE.

**ANTI-TRUST CLAIM**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

**RESPECTFULLY SUBMITTED:**

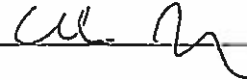
	Eduardo Perry Jr.
Signature	Please Print
President	14000 E. Valley Blvd, Industry, CA 91746
Title	Address
9/19/12	
Date	Address

A768583	A, C21, HAZ, C31, C42, C27
Contractor's California License No.	Type of License
United Storm Water, Inc.	9/30/3013
Name of License Holder	Expiration Date

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**

95-4742126  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

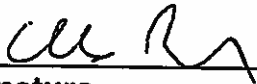
ATTEST 

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

**CONTRACTOR:**

United Storm Water, Inc.  
Firm Name

  
Signature


Eduardo Perry Jr.  
Print Name

A768583  
Contractor's California License No.

9/30/2013  
Expiration Date

95-4742126  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST 

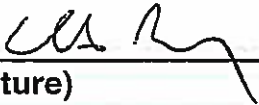


**CERTIFICATION OF NON-DISCRIMINATION**

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: 9/12/12

United Storm Water, Inc.  
(Name of Bidder)

  
(Signature)

Eduardo Perry Jr. (President)  
(Typed Name and Title)

A768583  
California  
License No.

A,C21,HAZ,C31,C42,C27  
Type of License

United Storm Water, Inc.  
Name of License Holder

9/30/2013  
Expiration Date

95-4742126  
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST 

**EXPERIENCE STATEMENT**

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under his present business name for 13 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 40 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

NA

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<u>Name &amp; Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed &amp; \$ Amount</u>
City of Tustin 300 Centennial Way Tustin, CA 92780	Alex Waite 714/573-3305	Clean 250 Storm Drains 3 times a year, perform CCTV inspection of storm drain lines 2003-2011
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629	Robert French 949/248-3589	Inspect and clean 420 storm drains 4 times a year and clean CDS units yearly 2001-Present
City of Perris 101 North D Street Perris, CA 92570	Michael A. Morales 951/956-2120	Storm Drain System Maintenance Services 2010-2012

(Bidder shall attach and properly designate additional pages, if necessary.)

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleanness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
	Moisture Vapor Susceptibility	307
	Optimum Bitumen Content*	367
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

\*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.

# HAZARDOUS MATERIALS TESTS AND MANIFEST REQUIREMENTS:

Bidder shall deliver all necessary laboratory test results and disposal manifests to City for all hazardous materials, prior to payment in accordance with all State and Federal Law governing the removal and disposal of hazardous waste.

## Environmental Protection Agency

§ 11

1974, or which may affect natural resources belonging to, appertaining to, or under the exclusive management authority of the United States (including resources under the Fishery Conservation and Management Act of 1976), means: (1) A discharge into any waters beyond the contiguous zone from any vessel or onshore or offshore facility, which vessel or facility is subject to, or is engaged in activities under the Outer Continental Shelf Lands Act or the Deepwater Port Act of 1974, and (2) any discharge into any waters beyond the contiguous zone which contain, cover, or support any natural resource belonging to, appertaining to, or under the exclusive management authority of the United States (including resources under the Fishery Conservation and Management Act of 1976).

**Public vessel** means a vessel owned or bareboat-chartered and operated by the United States, or a State or political subdivision thereof, or by a foreign nation, except when such vessel is engaged in commerce.

**Territorial seas** means the belt of the seas measured from the line of ordinary low water along that portion of

the coast which is in direct contact with the open sea and the line marking the seaward limit of inland waters, extending seaward a distance of miles.

**Vessel** means every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water other than a public vessel.

43 FR 10474, Mar. 13, 1978; 43 FR 27533, June 26, 1978; as amended at 44 FR 10266, Feb. 1979; 58 FR 45099, Aug. 25, 1993]

### § 116.4 Designation of hazardous substances.

The elements and compounds appearing in Tables 116.4 A and B are designated as hazardous substances in accordance with section 311(b)(2)(A) of the Act. This designation includes all isomers and hydrates, as well as all solutions and mixtures containing these substances. Synonyms and Chemical Abstract System (CAS) numbers have been added for convenience of user only. In case of any disparity of common names shall be considered to designated substance.

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES

Common name	CAS No.	Synonyms	Isomers	CAS'N
Acetaldehyde	75070	Ethanal, ethyl aldehyde, acetic aldehyde		
Acetic acid	64197	Glacial acetic acid, Vinogar acid		
Acetic anhydride	108247	Acetic oxide, acetyl oxide		
Acetone cyanohydrin	75865	2-methylacetonitrile, alpha-hydroxyisobutyronitrile		
Acetyl bromide	506967			
Acetyl chloride	79367			
Acrolein	107026	2-propenal, acrylic aldehyde, acrylaldehyde, acraldehyde, Cyanoethylene, Fumigralh, Veniox, propenalitrile, vinyl cyanide.		
Acrylonitrile	107131			
Adipic acid	124049	Hexanedioic acid		
Aldrin	309002	Octalene; HHDN		
Allyl alcohol	107186	2-propen-1-ol, 1-propenol-3, vinyl carbinol		
Allyl chloride	107051	3-chloropropene, 3-chloropropylene, Chlorallylene.		
Aluminum sulfate	10043013	Alum		
Ammonia	7564417			
Ammonium acetate	631618	Acetic acid ammonium salt		
Ammonium borzopate	1863634			
Ammonium bicarbonate	1068337	Acid ammonium carbonate, ammonium hydrogen carbonate.		
Ammonium bichromate	7789095			
Ammonium bifluoride	1341497	Acid ammonium fluoride, ammonium hydrogen fluoride.		
Ammonium bisulfite	10192300			
Ammonium carbonate	1111780	Ammonium bicarbonate		
Ammonium carbonate	506876			
Ammonium chloride	12125029	Ammonium muriate, sal ammoniac, salmiac, Amchlor.		
Ammonium chromate	7788969			
Ammonium citrate dibasic	3012555	Diammonium citrate, citric acid diammonium salt.		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Ammonium fluoride	13826830	Ammonium fluoride; ammonium borofluoride		
Ammonium fluoride	12125018	Neutral ammonium fluoride		
Ammonium hydroxide	1396216			
Ammonium oxalate	6009707			
	5972736			
	1-1258492			
Ammonium silicofluoride	16919190	Ammonium fluosilicate		
Ammonium sulfamate	7773080	Ammate; AMS, ammonium amidosulfate		
Ammonium sulfide	12195761			
Ammonium sulfite	10196040			
	10192300			
Ammonium tartrate	3164292	Tartaric acid ammonium salt		
	14307138			
Ammonium thiocyanate	1762854	Ammonium rhodanide; ammonium sulfocyanate, ammonium sulfocyanide		
Amyl acetate	628637	Amyl acetic ester	iso- sec- tert-	123522 626930 625121
Aniline	62533	Aniline oil, phenylamine, aminobenzene, aminophen, cyanol		
Antimony pentachloride	7647185			
Antimony potassium tartrate	28300745	Tartar emetic, tartared antimony, tartarized antimony, potassium antimonytartrate		
Antimony tribromide	7789619	Butter of antimony		
Antimony trichloride	10025919	Antimony fluoride		
Antimony trisulfide	7783564	Diantimony trisulfide, flowers of antimony		
Antimony trioxide	1309614	Red arsenic sulfide		
Arsenic disulfide	1303328	Arsenic acid anhydride; arsenic oxide		
Arsenic pentoxide	1303282	Arsenite chloride; arsenious chloride; arsenous chloride, butter of arsenic		
Arsenic trichloride	7701341	Arsenious acid, arsenious oxide, white arsenic		
Arsenic trisulfide	1327533	Arsenious sulfide, yellow; arsenic sulfide		
Arsenic trisulfide	1303338			
Barium cyanide	542621			
Benzene	71432	Cyclohexatriene, benzol		
Benzole acid	66850	Benzenecarboxylic acid, phenylformic acid, acrylic acid		
Benzonitrile	100470	Phenyl cyanide, cyanobenzene		
Benzoyl chloride	98887	Benzenecarbonyl chloride		
Benzyl chloride	100447			
Beryllium chloride	7787475			
Beryllium fluoride	7787497			
Beryllium nitrate	7787565			
	13997994			
Butyl acetate	123864	Acetic acid butyl ester	iso- sec- tert-	110190 105464 540885 78819 513495 13952846 75649
Butylamine	109739	1-aminobutane		
n-butyl phthalate	84742	1,2-benzenedicarboxylic acid, dibutyl ester, dibutyl phthalate		
Butyric acid	107926	Butanoic acid, ethylacetic acid	iso-	79312
Cadmium acetate	543908			
Cadmium bromide	7789426			
Cadmium chloride	10108612			
Calcium arsenate	7778441	Tricalcium orthoarsenate		
Calcium arsonite	52740166			
Calcium carbide	75207	Carbide, acetylenogen		
Calcium chromate	13765190	Calcium chrome yellow, gambin, yellow ultramarine		
Calcium cyanide	592018			
Calcium dodecylbenzenesulfonate	26264062			
Calcium hypochlorite	7778543			
Captan	133062	Orthocid-106, SR-406, Vancide-89		
Carbaryl	63262	Sevin		
Carboluraj	1563662	Furadan		
Carbon disulfide	75150	Carbon bisulfide, dithiocarbonic anhydride		
Carbon tetrachloride	56235	Tetrachloromethane Perchloromethane		
Chlordane	37749	Toxichlor, chlordan		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Chlorine	75003			
Chlorobenzene	108907	Monochlorobenzene, benzene chloride		
Chloroform	67663	Trichloromethane		
Chlorpyrifos	2921882	Dursban		
Chlorosulfonic acid	7790945	Sulfuric chlorohydrin		
Chromic acetate	1066304			
Chromic acid	11115745	Chromic anhydride, chromium trioxide		
Chromic sulfate	10101536			
Chromous chloride	10049055			
Cobaltous bromide	7788437	Cobalt bromide		
Cobaltous formate	544183	Cobalt formate		
Cobaltous sulfamate	14017415	Cobalt sulfamate		
Colman's salt	58724	Ca-Fal		
Cresol	1319773	Cresylic acid Hydroxytoluene	m- 108384 o- 95487 p- 1066445	
Crotonaldehyde	4170803	2-butenal, propylene aldehyde		
Cupric acetate	142712	Copper acetate, crystalized verdigris		
Cupric arsenite	12002038	Copper arsenite, copper arsenite, copper arsenate arsenite, Paris green		
Cupric chloride	7447394	Copper chloride		
Cupric nitrate	3251238	Copper nitrate		
Cupric oxalate	5893563	Copper oxalate		
Cupric sulfate	7758987	Copper sulfate		
Cupric sulfate, ammoniated	10380297	Ammoniated copper sulfate		
Cupric tartrate	816827	Copper tartrate		
Cyanogen chloride	506774			
Cyclohexane	110827	Hexahydrobenzene, hexamethylene		
2,4-D acid	94757	2,4-dichlorophenoxyacetic acid		
2,4-D ester	94111	2,4-dichlorophenoxyacetic acid ester		
	94791			
	84804			
	1920189			
	1928387			
	1928615			
	1928733			
	2971382			
	25168287			
	53467111			
DDT	50293	p,p'-DDT		
Diazinon	3932415	Dipropene, Diazitol, Basudin, Spocitraclide		
Dicamba	1918009	2-methoxy-3,6-dichlorobenzoic acid		
Dichobanil	1194856	2,6-dichlorobenzonitrile, 2,6-DBN		
Dichlone	117806	Phygon, dichloronaphthoquinone		
Dichlorobenzene	25321226	Di-chloride	Ortho: 95501 Para: 106467	
Dichloropropane	20638197	Propylene dichloride	1,1: 78989 1,2: 78875 1,3: 142289 1,3: 542756 2,3: 78806	
Dichloropropene	26952238			
Dichloropropene-dichloropropane (mixture)	8009198	D-D mixture Vidgen D		
2,2-Dichloropropionic acid	75999	Dalapon		
Dichlorvos	62737	2,2-dichlorovinyl dimethyl phosphate, Vapona		
Dicofol	115322	Di(p-chlorophenyl)-trichloromethylcarbinol, D-TMC, dicofol		
Dieldrin	60571	Alml		
Diethylamine	109897			
Dimethylamine	124403			
Dimitrobenzene (mixed)	25154545	Dimitrobenzol	m- 99650 o- 528290 p- 100254	
Dimitrophenol	51285	Aldifen	(2,5-): 329715 (2,4-): (2,6-): 573568	
Dimittolone	25321146	DNT	2,4: 121142 2,6: 506202 3,4: 610399	
Diquat	85007	Aquacide		
	2764729	Dexlone, Reglone, Diquat dibromide		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Dissulfoton	298044	Di-syston		
Diuron	330541	DCMU, DMU		
Dodecylbenzenesulfonic acid	27176870			
Endosulfan	115297	Thiodan		
Endrin	72208	Mendrin, Compound 269		
Epichlorohydrin	106898	-chloropropylene oxide		
Ethion	563122	Nilate, ethyl methyls, phosphorodithioate		
Ethylbenzene	100414	Phenylethane		
Ethylenediamine	107153	1,2-diaminethane		
Ethylenediamine tetraacetic acid (EDTA)	60004	Edetic acid; Havidate; (ethylenediamine) tetraacetic acid		
Ethylene dibromide	106934	1,2-dibromoethane acetylene dibromide sym-dibromoethylene		
Ethylene dichloride	107062	1,2-dichloroethane sym-dichloroethane		
Ferric ammonium citrate	1186675	Ammonium ferric citrate		
Ferric ammonium oxalate	2941674	Ammonium ferric oxalate		
Ferric chloride	5548874	Ferrous chloride		
Ferric fluoride	7705080	Ferrous fluoride		
Ferric nitrate	7783508	Ferrous nitrate		
Ferric sulfate	10421484	Ferrous sulfate		
Ferrous ammonium sulfate	10045889	Ferric persulfate, ferric sesquisulfate, ferric sulfate		
Ferrous chloride	7789475	Mohr's salt, iron ammonium sulfate		
Ferrous sulfate	7720787	Iron chloride; iron dichloride; iron protochloride		
Formaldehyde	7782630	Green vitriol		
Formic acid	50000	Iron vitriol, iron sulfate, iron protosulfate		
Fumaric acid	64188	Methyl aldehyde, methanal, formalin		
Furfural	110178	Methanoic acid		
Guthion	98011	Trans-butenedioic acid, butadiic acid, allomaleic acid		
Heptachlor	86500	2-furaldehyde, pyromucic aldehyde		
Hexachlorocyclopentadione	76440	Guthion, azinphos methyl		
Hydrochloric acid	77474	Voiscol-104, Drinox, Heptagran		
Hydrofluoric acid	7647010	Perchlorocyclopentadione		
Hydrogen cyanide	7664399	Hydrogen chloride, muriatic acid		
Hydrogen sulfide	74808	Fluohydric acid		
Isoprene	7783064	Hydrocyanic acid		
Isopropylamine dodecylbenzenesulfonate	77895	Hydrostauric acid sulfur hydride		
Kopone	42504161	2-methyl-1,3-butadiene		
Lead acetate	143500	Chlorocone		
Lead arsenate	301042	1,1a,3,3a,4,5,5a,5b,6-dichlorooctahydro-1,3,4-methano-2H-cyclobuta(cd)pentalen-2-one		
Lead chloride	7784409	Sugar of lead		
Lead dibromate	7645252			
Lead fluoride	10102484			
Lead iodide	7758954			
Lead nitrate	13814965	Lead fluoroborate		
Lead stearate	7703462	Lead diluoride, plumbous fluoride		
Lead sulfate	10101630			
Lead sulfide	10099748			
Lead thiocyanate	7428480	Stearic acid lead salt		
Lindane	1072351			
Lithium chromate	52652502			
Malathion	7446142			
Maleic acid	1314870	Galena		
Maleic anhydride	592870	Lead sulfocyanate		
Mercaptodimethur	58899	Gamma-BHC, gamma-benzene hexachloride		
Mercuric cyanide	14307358	Phospholign		
Mercuric nitrate	121755	Cis-butenedioic acid, cis-1,2-ethylenediacarboxylic acid, toxic acid		
Mercuric sulfate	110167	2,5-furandione, cis-butenedioic anhydride, toxic anhydride		
Mercuric thiocyanate	108316	Mesural		
	203657	Mercury cyanide		
	592041	Mercury nitrate, mercury pernitrate		
	10045240	Mercury sulfate, mercury persulfate		
	7703359	Mercury thiocyanate, mercuric sulfocyanate, mercuric thiocyanide		
	592058			

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Mercurous nitrate	7782897			
Methoxychlor	10416755	Mercury protonitrate		
Methyl mercaptan	72435	DMDT, methoxy-DDT		
Methyl methacrylate	74991	Methaneinol, mercaptomethylene, methyl sulfhydrylate, 1-hydroxymethyl alcohol		
Methyl parathion	80626	Methacrylic acid methyl ester, methyl-2-methyl-2-propenoate		
Mevinphos	298000	Nitrox-80		
Mexacarbate	7786347	Phosdrin		
Monobethylamine	315184	Zacran		
Monomethylamine	75047	Ethylamine, aminomethane		
Naled	74895	Methylamine, aminomethane		
Naphthalene	300766	Dibrom		
Naphthoic acid	91203	White tar, lar camphor, naphthalin		
Nickel ammonium sulfate	1439215	Cyclohexanecarboxylic acid, hexahydrobenzoic acid		
Nickel chloride	15699180	Ammonium nickel sulfate		
Nickel hydroxide	37211055	Nickelous chloride		
Nickel nitrate	7718649	Nickelous hydroxide		
Nickel sulfate	12054487	Nickelous sulfate		
Nitric acid	14216752	Aqua fortis		
Nitrobenzene	7789814	Nitrobenzol, oil of mirbane		
Nitrogen dioxide	7697972	Nitrogen tetroxide		
Nitrophenol (mixed)	98953	Mononitrophenol	m- 554847 o- 88765 p- 100027 Ortho 88722 Meta 99081 Para 99090	
Nitrotoluene	10102410			
Paraformaldehyde	25154556			
Parathion	1321126	Paraform, Formagene, Triformol, polymerized formaldehyde, polyoxymethylene		
Peritachlorophenol	56382	DNTP, Nifan		
Phenol	87865	PCP, Reita		
Phosgene	108952	Carbolic acid, phenyl hydroxide, hydroxybenzene, oxybenzene		
Phosphoric acid	75415	Diphosgene, carbonyl chloride, chloroformyl chloride		
Phosphorus	7664382	Orthophosphoric acid		
Phosphorus oxychloride	723140	Black phosphorus, red phosphorus, white phosphorus, yellow phosphorus		
Phosphorus pentasulfide	10026873	Phosphoryl chloride, phosphorus chloride		
Phosphorus trichloride	1314803	Phosphoric sulfide, triphosphoric anhydride, phosphorus persulfide		
Polychlorinated biphenyls	7719122	Phosphorus chloride		
Potassium arsenate	1336363	PCB, Arceol, polychlorinated diphenyls		
Potassium arsenite	7784410			
Potassium bichromate	10124502	Potassium metaarsenite		
Potassium chromate	7778599	Potassium dichromate		
Potassium cyanide	7789006			
Potassium hydroxide	1515081			
Potassium permanganate	1310583	Potassium hydrate, caustic potash, potassa		
Propalgite	7722617	Chamoleon mineral		
Propionic acid	2312958	Ornila		
Propionic anhydride	79094	Propanoic acid, methylacetic acid, ethylformic acid		
Propylene oxide	123626	Propanoic anhydride, methylacetic anhydride		
Pyrethrins	75569	Propene oxide		
Quinoline	121299	Pyrethrin I		
Resorcinol	121211	Pyrethrin II		
Selenium oxide	91225	1-benzazolin, benzo(b)pyridine, leucoline, chinoleine, leucol		
Silver nitrate	109463	Resorcin, 1,3-benzenediol, meta-dihydroxybenzene		
Sodium	7446084	Selenium dioxide		
Sodium arsenate	7761888	Nitric acid silver (1:1) salt lunar caustic		
Sodium arsenite	7440235	Natilum		
Sodium bichromate	7631892	Diosodium arsenate		
Sodium fluoride	7784465	Sodium metaarsenite		
	10588019	Sodium dichromate		
	1333831			



TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Sodium bisulfite	7631905	Sodium acid sulfite, sodium hydrogen sulfite		
Sodium chromate	7783113			
Sodium cyanide	1493339			
Sodium dodecylbenzene-sulfonate	25155800			
Sodium fluoride	7681494	Villiumite		
Sodium hydrosulfide	16721805	Sodium hydrogen sulfide		
Sodium hydroxide	1310782	Caulstic soda, soda lye, sodium hydrate		
Sodium hypochlorite	7681529	Bleach		
	10022705			
Sodium methylate	124414	Sodium methoxide		
Sodium nitrite	7632000			
Sodium phosphate, dibasic	7558794			
	10099324			
	10110655			
Sodium phosphate, tribasic	7785844			
	7601519			
	10101690			
	10361884			
	7758204			
	10124568			
Sodium selenite	10102186			
	7782824			
Strontium chromate	7789062			
Styrene	57249	Vinylbenzene, phenylethylene, styrol, styrolene, cinnamene, cinnamol		
	100425			
Sulfuric acid	7664930	Oil of vitriol, oleum		
Sulfur monochloride	12771083	Sulfur chloride		
2,4,5-T acid	93785	2,4,5-trichlorophenoxyacetic acid		
2,4,5-T amines	6369986	Acetic acid (2,4,5-trichlorophenoxy)-compound with N,N-dimethylmethanamine (1:1)		
	6369977	Acetic acid (2,4,5-trichlorophenoxy)-compound with N-methylmethanamine (1:1)		
	1319728	Acetic acid (2,4,5-trichlorophenoxy)-compound with 1-amino-2-propanol (1:1)		
	3913147	Acetic acid (2,4,5-trichlorophenoxy)-compound with 2,2,2-trifluoroethanol (1:1)		
2,4,5-T esters	2545597	2,4,5-trichlorophenoxyacetic esters		
	93798			
	51792072			
	19284781			
2,4,5-T salts	25168154	Acetic acid (2,4,5-trichlorophenoxy)-sodium salt		
	13560901			
TDE	72548	DDP		
2,4,5-TP acid	93721	Propanoic acid, 2-(2,4,5-trichlorophenoxy)		
2,4,5-TP esters	32534955	Propanoic acid, 2-(2,4,5-trichlorophenoxy)-isooctyl ester		
Tetraethyl lead	78002	Lead tetraethyl; TEL		
Tetraethyl pyrophosphate	107493	TEPP		
Thallium sulfate	10031591			
	7446186			
Toluene	108883	Toluol, methylbenzene, phenylmethane, methacide		
Toxaphene	8001352	Camphchlor		
Trichlorfon	52686	Dipterex		
Trichlorethylene	79016	Ethylene trichloride		
Trichlorophenol	25167822	Collunoxol, Dowicide 2 or 2S, Onal, Phenachlor	(2,3,4-) 15960660 (2,3,5-) 933786 (2,3,6-) 933755 (2,4,5-) 95954 (2,4,6-) 88062 (3,4,5-) 609194	
Tris(hydroxymethyl)amine	27323417			
dodecylbenzenesulfonate				
Triethylamine	121448			
Trimethylamine	75503	TMA		
Uranyl acetate	541093			
Uranyl nitrate	10102064			
	35478769			
Vanadium pentoxide	1314621	Vanadic anhydride, vanadic acid anhydride		

TABLE 116.4A—LIST OF HAZARDOUS SUBSTANCES—Continued

Common name	CAS No.	Synonyms	Isomers	CAS No.
Vanadyl sulfate	27774136	Vanadic sulfate, vanadium sulfate		
Vinyl acetate	109054	Acetic acid ethylene ether		
Vinylidene chloride	75364	1,1-dichloroethylene		
Xylene (mixed)	1330207	1,1-dichloroethylene Dimethylbenzene Xylol	m- o- p-	108383 95476 106423
Xylolol	1300716	Dimethylphenol, hydroxydimethylbenzene		
Zinc acetate	557346			
Zinc ammonium chloride	14639975			
Zinc borate	14939986			
Zinc bromide	52628258			
Zinc carbonate	1332076			
Zinc chloride	7699458			
Zinc cyanide	3486359			
Zinc fluoride	7646857	Buflor of zinc		
Zinc formate	557211			
Zinc hydrosulfite	7783495			
Zinc nitrate	557415			
Zinc phenolsulfonate	7779880			
Zinc phosphide	127822	Zinc sulfo-carbolate		
Zinc silicofluoride	1317317			
Zinc sulfate	16871719	Zinc silico-sulfate White vitriol, zinc vitriol, white copperas		
Zirconium nitrate	7733020			
Zirconium potassium fluoride	13746899			
Zirconium sulfate	16923958			
Zirconium tetrachloride	14644612	Disulfatozirconic acid		
	10026116			

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER

CAS No.	Common name
50000	Formaldehyde
50293	DOT
51285	2,4-Dinitrophenol
52886	Trichlorfon
56382	Parathion
56724	Carbaryl
57249	Colmanthion
57749	Strychnine
58899	Chlordane
60000	Lindane
60571	Ethylenediaminetetraacetic acid (EDTA)
62533	Dieldrin
62737	Aniline
63252	Dichlorvos
64186	Carbaryl
64197	Formic acid
65850	Acetic acid
67663	Benzoic acid
71432	Chloroform
72208	Benzene
72435	Endrin
72548	Methoxychlor
74895	TDE
74908	Monomethylamine
74931	Hydrogen cyanide
75047	Methyl mercaptan
75070	Monoethylamine
75150	Acetaldehyde
75207	Carbon disulfide
75445	Calcium carbide
75503	Phosgene
75649	Trimethylamine
75865	tert-Butylamine
75990	Acetone cyanohydrin
76448	2,2-Dichloropropionic acid
	Heptachlor

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
78002	Tetraethyl lead
78795	Isoprene
78819	iso-Butylamine
79004	Propionic acid
79312	Iso-Butyric acid
79367	Acetyl chloride
80626	Methyl methacrylate
85007	Diquat
86500	Guthion
87885	Pentachlorophenol
88755	o-Nitrophenol
91203	Naphthalene
91225	Quinoline
93765	2,4,5-T acid
93798	2,4,5-T ester
94111	2,4-D ester
94757	2,4-D acid
94791	2,4-D ester
94801	2,4-D Butyl ester
95476	o-Xylene
95487	o-Cresol
98011	Furfural
98884	Benzoyl chloride
98953	Nitrobenzene
99650	m-Dinitrobenzene
100027	p-Nitrophenol
100254	p-Dinitrobenzene
100414	Ethylbenzene
100425	Styrene
100447	Benzyl chloride
100470	Benzonitrile
105464	sec-Butyl acetate
106423	p-Xylene
106445	p-Cresol
107025	Acrolein
107051	Allyl chloride

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
107131	Acrylonitrile
107153	Ethylenediamine
107186	Allyl alcohol
107493	Tetraethyl pyrophosphate
107926	n-Butyric acid
108064	Vinyl acetate
108247	Acetic anhydride
108318	Maleic anhydride
108383	m-Xylene
108397	m-Cresol
108463	Absorbalin
108883	Toluene
108907	Chlorobenzene
108952	Phenol
109739	n-Butylamine
109897	Diethylamine
110767	Maleic acid
110778	Fumaric acid
110190	Isobutyl acetate
110627	Cyclohexane
115207	Endosulfan
115322	Dicofol
117806	Dialone
121214	Pyralin
121269	Pyralin
121449	Triethylamine
121755	Malathion
123626	Propionic anhydride
123864	n-Butyl acetate
123822	Isobutyl acetate
124103	Dimethylamine
124714	Sodium methylate
127822	Zinc phenylsulfonate
133062	Opiban
142712	Cupric acetate
143339	Sodium cyanide
151508	Potassium cyanide
299100	Methyl parathion
299074	Dialtion
000765	Naled
901042	Lead acetate
909002	Aldrin
915184	Mexcarbata
329716	2,5-Dinitrophenol
330541	Diuron
333116	Diazinon
506774	Cyanogen chloride
506876	Ammonium carbonate
506967	Acetyl bromide
513495	sec-Butylamine
528290	o-Dinitrobenzene
540865	tert-Butyl acetate
541093	Uranyl acetate
542621	Barium cyanide
543908	Cadmium acetate
544183	Cobaltous formate
554047	m-Nitrophenol
657211	Zinc cyanide
657346	Zinc acetate
657415	Zinc formate
663122	Ethion
673568	2,6-Dinitrophenol
692018	Calcium cyanide
692041	Mercuric cyanide
692858	Mercuric thiocyanate
592870	Lead thiocyanate
625161	tert-Amyl acetate
626380	sec-Amyl acetate
628637	n-Amyl acetate
631618	Ammonium acetate
815827	Cupric tartrate

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

CAS No.	Common name
1066304	Chromic acetate
1066337	Ammonium bicarbonate
1072351	Lead stearate
1117780	Ammonium carbamate
1185576	Ferric ammonium citrate
1194666	Dianthron
1300716	Xylene
1303282	Arsenic pentoxide
1303328	Arsenic disulfide
1303399	Arsenic trisulfide
1309624	Antimony trioxide
1310589	Potassium hydroxide
1310732	Sodium hydroxide
1310821	Vanadium pentoxide
1311803	Phosphorus pentasulfide
1314847	Zinc phosphide
1314870	Lead sulfide
1318773	Cresol (mixed)
1320189	2,4-D ester
1327533	Arsenic trioxide
1330207	Xylene
1332076	Zinc borate
1333891	Sodium bifluoride
1336218	Ammonium hydroxide
1336383	Polychlorinated biphenyls
1338245	Naphthalene acid
1341497	Ammonium bifluoride
1762954	Ammonium thiocyanate
1869631	Ammonium benzoate
1918006	Dicamba
1926987	2,4-D esters
1928476	2,4,5-T ester
1928618	2,4-D ester
1929733	2,4-D ester
2515597	2,4,5-T ester
2765729	Diquat
2921882	Chlorpyrifos
2944874	Ferric ammonium oxalate
2971382	2,4-D ester
3012655	Ammonium citrate, dibasic
3164262	Ammonium tartrate
3251238	Cupric nitrate
3486399	Zinc carbonate
5893663	Cupric oxalate
5972736	Ammonium oxalate
6009707	Ammonium oxalate
6369966	2,4,5-T ester
7428486	Lead stearate
7440235	Sodium
7448081	Selenium oxide
7446142	Lead sulfato
7447394	Cupric chloride
7558794	Sodium phosphite, dibasic
7601649	Sodium phosphate, tribasic
7631892	Sodium arsenate
7631905	Sodium bisulfite
7632000	Sodium nitrite
7645252	Lead arsenate
7646957	Zinc chloride
7647010	Hydrochloric acid
7647169	Antimony pentachloride
7664382	Phosphoric acid
7664393	Hydrofluoric acid
7664417	Ammonia
7664939	Sulfuric acid
7681484	Sodium fluoride
7681629	Sodium hypochlorite
7697372	Nitric acid
7699458	Zinc bromide
7705089	Ferric chloride
7718549	Nickel chloride

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

GAS No.	Common name
7719122	Phosphorus trichloride
7720787	Ferrous sulfate
7722647	Potassium permanganate
7723140	Phosphorus
7733020	Zinc sulfate
7758294	Sodium phosphate, tribasic
7758943	Ferrous chloride
7758954	Lead chloride
7758987	Cupric sulfate
7773060	Ammonium sulfamate
7775113	Sodium chromate
7778441	Calcium arsenate
7778509	Potassium dichromate
7778643	Calcium hypochlorite
7778864	Zinc hydrosulfide
7778986	Zinc nitrate
7782505	Chlorine
7782690	Ferrous sulfate
7782823	Sodium selenite
7782867	Mercurous nitrate
7783359	Mercuric sulfate
7783462	Lead fluoride
7783495	Zinc fluoride
7783508	Ferric fluoride
7783664	Antimony trichloride
7784341	Arsenic trichloride
7784408	Lead arsenate
7784410	Potassium arsenate
7784465	Sodium arsenite
7785844	Sodium phosphate, tribasic
7786347	Mevinphos
7786614	Nickel sulfate
7787475	Beryllium chloride
7787497	Beryllium fluoride
7787565	Beryllium nitrate
7788989	Ammonium chromate
7789006	Potassium chromate
7789082	Strontium chromate
7789095	Ammonium dichromate
7789426	Cadmium bromide
7789437	Cobaltous bromide
7789619	Antimony tribromide
7789915	Chlorosulfonic acid
8001352	Toxaphene
10022705	Sodium hypochlorite
10025873	Phosphorus oxychloride
10025919	Antimony trichloride
10026116	Zirconium tetrachloride
10028225	Ferric sulfate
10028247	Sodium phosphite, dibasic
10039324	Sodium phosphate, dibasic
10043013	Aluminum sulfate
10045893	Ferrous ammonium sulfate
10045940	Mercuric nitrate
10049055	Chromous chloride
10099748	Lead nitrate
10101538	Chromic sulfate
10101630	Lead iodide
10101890	Sodium phosphate, tribasic
10102064	Uranyl nitrate
10102188	Sodium selenite
10102440	Nitrogen dioxide
10102484	Lead arsenate
10106642	Cadmium chloride
10121502	Potassium arsenite
10124568	Sodium phosphate, tribasic
10140655	Sodium phosphate, dibasic
10192300	Ammonium bisulfite
10196040	Ammonium sulfite
10361894	Sodium phosphate, tribasic
10362097	Cupric sulfate, ammoniated

TABLE 116.4B—LIST OF HAZARDOUS SUBSTANCES BY CAS NUMBER—Continued

GAS No.	Common name
10415755	Mercurous nitrate
10421481	Ferric nitrate
10506019	Sodium bichromate
11115745	Chromic acid
12002038	Cupric acetoarsenite
12054487	Nickel hydroxide
12125018	Ammonium fluoride
12125029	Ammonium chloride
12186761	Ammonium sulfide
12771083	Sulfur chloride
13697884	Beryllium nitrate
13716889	Zirconium nitrate
13765190	Calcium chromate
13814965	Lead fluoroborate
13826830	Ammonium fluoroborate
13952846	sec-Butylamine
14017415	Cobaltous sulfamate
14216752	Nickel nitrate
14258162	Ammonium oxalate
14307358	Lithium chromate
14307498	Ammonium tetrata
14639875	Zinc ammonium chloride
14699986	Zinc ammonium chloride
14844812	Zirconium sulfate
15699180	Nickel ammonium sulfate
16721806	Sodium hydrosulfide
16871719	Zinc silicofluoride
18919190	Ammonium silicofluoride
18924958	Zirconium potassium fluoride
28154545	Bis(tribenzene)
28154556	Nitrophenol
28155300	Sodium dodecylbenzenesulfonate
28167822	Trichlorophenol
28168154	2,4,5-T ester
28168287	2,4-D ester
28264062	Calcium dodecylbenzenesulfonate
27178870	Dodecylbenzenesulfonic acid
27323417	Trioctylamine
27774136	Dodecylbenzenesulfonate
28300745	Vanadyl sulfate
30525894	Antimony potassium tartrate
96478789	Paraformaldehyde
37211055	Uranyl nitrate
42504261	Nickel chloride
52620258	Dodecylbenzenesulfonate
52740166	Isopropanolamine
53467111	Zinc ammonium chloride
55488874	Calcium arsenite
61792072	2,4-D ester
	Ferric ammonium oxalate
	2,4,5-T ester

[13] FR 10474; Mar. 13, 1978; 43 FR 27533; June 26, 1978, as amended at 44 FR 10268, Feb. 16, 1979; 44 FR 65400; Nov. 13, 1979; 44 FR 66802; Nov. 20, 1979; 54 FR 33482, Aug. 14, 1989]

PART 117—DETERMINATION OF REPORTABLE QUANTITIES FOR HAZARDOUS SUBSTANCES

Subpart A—General Provisions

- Sec.
- 117.1 Definitions.
- 117.2 Abbreviations.



**CITY OF PERRIS  
CONTRACT SERVICES AGREEMENT FOR  
ENGINEERING SUPPORT SERVICES FOR POTENTIAL LIQUIDATION/SALE OF  
THE DOWNTOWN WATER SYSTEM AND NORTH PERRIS WATER SYTEM**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this \_\_ day of July, 2015, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and STETSON ENGINEERS, 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, and/or (ii) the Phase Contract Sum, which said adjustments are subject to the written approval of the Contractor.

**1.5 Preparation of Estimates.**

Contractor has been hired to perform the services described in this Agreement, which include the creation of estimates of valuation for each water system ("Estimates"). Within the scope of the services under this Agreement, Contractor is developing an estimate of the value of each of the water systems intended to facilitate review of the bids provided by water utilities in response to the Request For Proposal for the sale of the City's water systems. Contractor shall be responsible to do valuation estimating to create Estimates which will enable the City review

proposed bids within an amount that is expected to reasonably reflect the value of each water system. The Estimates should not vary from mean value of bids received by more than ten percent (10%). Should City solicit bids for sale of the water systems, as such water systems have been Estimated by Contractor, and the lowest responsible bid varies from the original Estimate by more than ten percent (10%), Contractor agrees to revise the previous Estimates, or to create new Estimates, at no additional cost to City, so that a new price can be negotiated or the sale can be re-bid so that the mean of the bids received do not vary from the revised Estimates by more than ten percent (10%). Notwithstanding the foregoing, Contractor is not responsible for changes in the water system valuation scope initiated by City and all such changes shall include appropriate mutually agreed changes to the Estimates. Contractor is also not responsible for increased cost of materials, labor, transportation, taxes or other costs associated with material shortages, strikes, wars, natural disasters or any other act not directly under the control of the Contractor, and all such changes shall include appropriate mutually agreed changes to the Estimates.

## **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 eighty thousand five hundred and 00/100 dollars (\$80,500.00) (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, four thousand five hundred and 00/100 dollars (\$ 4,500.00); Phase II, six thousand and 00/100 dollars (\$6,000.00); Phase III twenty-two thousand five hundred and 00/100 dollars (\$22,500.00); Phase IV, seven thousand five hundred and 00/100 dollars (\$ 7,500.00); Phase V, five thousand and 00/100 dollars (\$ 5,000.00); Phase VI, fifteen thousand and 00/100 dollars (\$ 15,000.00); Phase VII, twenty thousand and 00/100 dollars (\$ 20,000.00); (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: The method of compensation shall include: (i) payment issued at satisfactory completion of fifty percent (50%) and one hundred percent (100%) of the services during Phase I, as determined by the City; (ii) payment issued at satisfactory completion of fifty percent (50%) and one hundred percent (100%) of the services during Phase II as determined by City; (iii) payment issued at satisfactory completion of fifty percent (50%) and one hundred percent (100%) of the services during Phase III, as determined by the City; (iv) payment issued at satisfactory completion of fifty percent (50%) and one hundred percent (100%) of the services during Phase IV, as determined by the City; (v) payment issued at satisfactory completion of one hundred percent (100%) of the services during Phase V, as determined by the City; (vi) payment issued at satisfactory completion of fifty percent (50%) and one hundred percent (100%) of the services during Phase VI, as determined by the City; (vii) payment for time and materials for Phases VII shall be made based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Phase Contract Sum, and the amount paid shall not exceed the percentage of completion of the phase as determined by the City (i.e. thirty-three percent (33%) of the budget will be paid at thirty-three

percent (33%) of completion, etc.); (viii) Reimbursable expenses for Phases I -VI including mileage, overnight mailing, reprographic services, plotting shall be included in the not to exceed Phase Contract Sum, and no additional compensation shall be allowed therefor; (ix) allowable expenses for Phase VII 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, plotting 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. In accordance with the "Schedule of Compensation" Exhibit "B", and 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.

## 3.0 PERFORMANCE SCHEDULE

### 3.1 Time of Essence

Time is of the essence in the performance of this Agreement.

### 3.2 Schedule of Performance

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 in the "Schedule of Performance" attached hereto as Exhibit "C", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

### 3.3 Liquidated Damages

Not Applicable.

### 3.4 Force Majeure

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the 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. Contractor shall 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.

#### **4.0 COORDINATION OF WORK**

##### **4.1 Representative of Contractor.**

Stephen B. Johnson, is hereby 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.

##### **4.2 Contract Officer.**

Michael A. Morales, or his 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 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 AND INDEMNIFICATION**

##### **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) **Comprehensive 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 of Perris, California, 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.

(d) **Professional Liability Insurance.**

Professional liability insurance in a minimal amount of \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate.

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 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 policies 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 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, 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 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.

## 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 TERM**

### **6.1 Term.**

The term of this Agreement shall commence June \_\_, 2008 and shall continue until June \_\_, 2009 unless earlier terminated in accordance with Section 6.2 below.

### **6.2 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 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.

## **7.0 REPORTS AND RECORDS**

### **7.1. 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.

### **7.2. Ownership of Documents.**

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no

claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

### 7.3. 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.

## 8.0 MISCELLANEOUS

### 8.1 Covenant 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 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.

**8.2 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.

**8.3 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.

**8.4 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, 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 Contractor, to the person at the address designated on the execution page of this Agreement.

**8.5 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.

**8.6 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.

**8.7 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.

**8.8 Waiver.**

No delay or omission in the exercise of any right or remedy by a nondefaulting 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.

**8.9 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 attorney's fees, whether or not the matter proceeds to judgment.

**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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**  
Aleshire & Wynder, LLP

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

**CONTRACTOR:**

**STETSON ENGINEERS, INC.,**

\_\_\_\_\_  
Stephen B. Johnson, P.E., President

Address: 861 Village Oaks Drive, Suite 100  
Covina, CA 91724

[END OF SIGNATURES]



## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Contractor shall provide engineering services and preparation of plans specifications, and estimates in accordance with the Agreement and the following terms and conditions:

#### **Phase 1 – Collect and Review Pertinent Information from City**

Contractor will meet with the City (kickoff meeting) to review and discuss the potential sale of the Water System(s), including identification/verification of all facilities, water rights, land and land rights, and other assets which would be included in a sale. Although Contractor has much of the water system facilities information necessary to assist the City with the sale of the Water System(s), Contractor will request the City to provide additional information which may be needed to prepare 1) the Engineer's Estimate of the value of the water system assets, and 2) the RFP from which water utilities will base their proposals. This includes additions/deletions to update the water system inventory (Contractor will provide an initial inventory based on prior work); rehabilitation work on facilities; other water system assets, if any; billing and collections information; City and potential impacts; the current water rate schedule(s); a summary of revenue and expense over the past five years; a summary of system leaks/repairs and customer complaints (water quality/system pressure/leaks/etc.); and a copy of the Consumer Confidence Reports for each of the past five years.

#### **Phase Deliverables:**

- Contractor will provide a draft of the meeting minutes including a summary of action items
- Contractor will provide the City with a list of requested data and information
- City will provide the requested data
- Contractor will confirm completion of data/information collection

#### **Phase 2 – Review of Legal and Regulatory Requirements**

Contractor will coordinate with the City's legal counsel and City to review potential legal and regulatory requirements associated with the City selling its Water System(s). Legal counsel will advise the City and Contractor on the legal steps that must be taken, if any, before a water system(s) solicitation may be initiated. The City's legal counsel has indicated the review of legal and regulatory requirements have been started but it yet complete. It is our understanding the City will need to conduct the following:

1. The City Council must vote to liquidate the Water System(s). Contractor will verify (with the City's Legal Counsel) the type of vote required (simple majority, "super majority" or unanimous) and provide a summary memorandum.
2. The taxpayer residents within the City limits must approve the public asset liquidation through an election process. It is our understanding this only needs to be a simple majority, but Contractor will verify (with the City's Legal Counsel) and provide a summary.

3. Contractor will review and summarize of the applicable California Public Utilities Code (CPUC) requirements on CPUC-regulated water utilities procedures and requirements to acquire publicly-owned assets. In the event the ultimate "sale" is to a private utility (most likely the best scenario for the City to receive compensations) the CPUC will need to "approve" the purchase by the private utility. This is very important because this CPUC approval will address the "sale price" and the Water System(s) "rate base" for setting customer water rates going forward as a CPU – regulated water utility.
4. Through the North Perris Water System rate increase process, the City is familiar with Proposition 218. Contractor will review and summarize Proposition 218 requirements regarding public asset liquidation, if any.

Contractor will prepare a Technical Memorandum summarizing the potential legal and regulatory requirements.

**Task Deliverables:**

- Draft Technical Memorandum (for City review)
- Final Technical Memorandum

**Phase 3 – Prepare an Engineer's Estimate of the Value of the Water Systems(s)**

Contractor will prepare an Engineer's Estimate (update) of the value of each of the Water Systems to facilitate review of the bids provided by water utilities in response to the Request for Proposal for the sale of the City's Water Systems. Contractor will conduct the following when preparing the estimated Water Systems values:

1. Contractor will use Reproduction Cost New Less Accrued Depreciation (RCNLD) method. (The RCNLD method incorporates current costs to determine the cost of reproducing existing facilities. Accrued depreciation is then deducted from the current reproduction cost based on the age and useful life of the existing facilities.)
2. Contractor previously provided the City with an opinion of value of the DWS in 2000. Contractor will make revisions to that inventory based on data provided by the City regarding additions/deletions, update the unit costs, and update the age to develop an Engineer's estimate (RCNLD) as of 2015. However, Contractor will rely on the City, or local real estate values, to provide an estimate of the value of the land and land rights owned by the DWS for inclusion in the total estimated value of the DWS.
3. Contractor previously provided the City with an opinion of value of the NPWS in 2008. Contractor will make revisions to that inventory based on data provided by the City regarding additions/deletions, update the unit costs, and update the age to develop an Engineer's estimate (RCNLD) as of 2015. Contractor will include an opinion of value for the NPWS water rights. However, Contractor will rely on the City, or local real estate values, to provide an estimate of the value of the land and land rights owned by the NPWS for inclusion in the total estimated value of the NPWS.

Contractor will prepare a technical memorandum for each Water System including a brief description of the water system, a description of the valuation approach, an inventory of all facilities along with the RCNLD of those facilities and the preliminary opinion of value.

**Task Deliverables:**

- Draft Technical Memorandum (for City review) for each Water System
- Final Technical Memorandum for each Water System

**Phase 4 – Preparation of Request for Proposal Packages for Sale of Water Systems**

Contractor will prepare a “Request for Proposals” (RFP) package for the City to provide to potential buyers (water utilities for the City’s Water Systems. The RFP packages will include the following information:

1. A brief description of each Water System, including sources of water supply, number of customers, storage reservoirs, pressure zones, interconnections, contracts and agreements that are transferable, operating permits (State Water Resources Control Board, Division of Drinking Water), operational information/staffing (including arrangements with Severn Trent), billing information, recent reports/inspections, and other information.
2. An inventory of each Water System including description of size, age, etc.
3. A map of each Water System.
4. Basic financial information, including customer rate schedules, annual revenue and cost information, transferable debt (if any), loan/grants (if any), and other information.
5. For the NPWS, details of the SWRCB water rights and the water rights process
6. Pertinent information on the City’s precious purchase of the NPWS. (Note: The City may want the RFP to only allow “all cash” offers, or may want to encourage creative purchase options.)
7. Information on the solicitation process and evaluation by the City.

**Task Deliverables:**

- Draft RFP Packages (for City review) for each Water System
- Final RFP Packages for each Water System

**Phase 5 – Bid Solicitation and Response to Questions**

Contractor will coordinate the solicitation process and respond to all questions from prospective buyers. All questions and responses will be coordinated through Mr. Ron Carr and City legal counsel. A tour of the Water System(s) may be advised. Contractor would be available to participate in the Water System(s) tour and pre-bid meeting on a time and material basis.

## **Phase 6 – Evaluation of Bids**

Contractor will assist the City with the evaluation of bid packages received by prospective buyers (water utilities). The evaluation will include:

1. Contractor will review and report on the bid packages from prospective buyers for completeness (based on the requirements to be specified in the RFKP packages)
2. Contractor will rank/score each bid package according to the provisions of the RFP packages and the responsiveness of the proposals.
3. Contractor will review any exceptions (requested by potential buyers) to the RFP requirements and advise the City of potential impacts of those exceptions.
4. Contractor will compare the bids received with the Water System values estimated in Task 3 above. Contractor will prepare a tabulation comparing the bids from the private water utilities with each other as well as with the estimated Water System value.
5. Contractor will prepare a Technical Memorandum for each proposal received including Items 1 through 4 above, including a summary and recommendations regarding sale of the Water Systems.

As discussed above, Contractor previously contacted five private water utilities, each expressing an interest in potentially purchasing the City's Water Systems. It is anticipated Contractor will review up to five separate responses to the RFP packages for each of the City's two water systems (for a total of ten bid packages). The proposed budget for this Task is \$15,000.

### **Task Deliverables:**

- Draft Technical Memorandum (for City) reviewing all bids for each Water System
- Final Technical Memorandum for each Water System

## **Task 7 – Meetings with City/Legal Counsel/City Council/Selected Bidder(s)**

It is anticipated that throughout this process. Contractor will need to meet with City, Legal Counsel and possibly City Council. Meetings will also likely be needed with the selected bidder(s) to clarify and finalize their proposal(s) to the City. For budgeting purposes, we estimate eight (8) meetings may be needed to complete this work. These are City/Council/Legal Counsel coordination and status meetings, and selected bidder clarification and negotiation meetings. Contractor is prepared to support the City in each of these potential meetings on an "as-needed" basis only. All meetings will be invoiced on a time and material basis. Contractor has included a copy of its Fee Schedule in Attachment A.

**EXHIBIT "B"**  
**SCHEDULE OF COMPENSATION**

Contractor shall be paid for time and materials based upon the following rates, and the amount paid will not exceed the percentage completion of the project (i.e. 50% of the budget will be paid at 50% completion) in accordance with Section 2.1 of the Agreement, but not to exceed the following amounts for each individual phase:

**PHASE 1-COLLECT AND REVIEW PERTINENT INFORMATION FROM CITY**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase I (at 50% completion)	*	*	2,250.00
Phase I (at 100% completion)	*	*	<u>2,250.00</u>
PHASE I TOTAL=			\$4,500.00

**PHASE 2-REVIEW OF LEGAL AND REGULATORY REQUIRMENTS**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase II (at 50% completion)	*	*	3,000.00
Phase II (at 100% completion)	*	*	<u>3,000.00</u>
PHASE II TOTAL=			\$6,000.00

**PHASE 3-ESTIMATE VALUE OF WATER SYSTEMS**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase III (at 50% completion)	*	*	11,250.00
Phase III (at 100% completion)	*	*	<u>11,250.00</u>
PHASE III TOTAL=			\$22,500.00

**PHASE 4-PREPARATION OF RFP PACKAGES FOR SALE OPF WATER SYSTEMS**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase IV (at 50% completion)	*	*	3,750.00
Phase IV (at 100% completion)	*	*	<u>3,750.00</u>
PHASE IV TOTAL=			\$7,000.00

**PHASE 5-BID SOLICITATION AND RESPONSE TO QUESTIONS**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase V (at 100% completion)	*	*	<u>4,500.00</u>
PHASE V TOTAL=			\$4,500.00

**PHASE 6-EVALUATION OF BIDS**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase VI (at 50% completion)	*	*	2,250.00
Phase VI (at 100% completion)	*	*	<u>2,250.00</u>
PHASE VI TOTAL=			\$4,500.00

**REIMBURSABLES PHASES 1 THROUGH 6**

<u>Item Description</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Mileage @ .45 cents per mile	
Reprographic services and plotting at cost	
Overnight mailing at cost	
<b>TOTAL REIMBURSABLES PHASES 1-6=</b>	<b>INCLUDED</b>
<b>TOTAL CONTRACT SERVICES PHASE 1-6=</b>	<b>\$60,500.00</b>

Contractor shall be paid for time and materials based upon the following rates, and the amount paid will not exceed the percentage completion of the project (i.e. 33% of the budget will be paid at 33% completion) in accordance with Section 2.1 of the Agreement, but not to exceed the following amounts for each individual phase:

**PHASE 7-ANTICIPATED MEETINGS**

<u>Phase</u>	<u>Maximum Hours</u>	<u>Maximum Hourly Fee in (\$)</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Phase VII (at 50% completion)	*	*	
Phase VII (at 100% completion)	*	*	
PHASE 7 TOTAL=			\$TBD

**REIMBURSABLES PHASE 7**

<u>Item Description</u>	<u>Maximum Not To Exceed Total (in \$)</u>
Mileage @ .45 cents per mile	
Reprographic services and plotting at cost	
Overnight mailing at cost	
<b>TOTAL REIMBURSABLES PHASE 7=</b>	<b>\$TBD</b>
<b>TOTAL CONTRACT SERVICES PHASE 7=</b>	<b>\$20,000.00</b>



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 Phone: (626) 967-6202 • FAX: (626) 331-7065 • Web site: www.stetsonengineers.com

Northern California • Southern California • New Mexico • Arizona • Nevada • Colorado

## Standard Fee Schedule (Effective January 1, 2014)

	\$\$ Per Hour
Principal	225
Special Project Director	225
Project Manager, Senior	195
Supervisor I	195
Supervising Soil Scientist	180
Supervisor II	180
Supervisor III	175
Senior I	154
Senior II	138
Senior III	127
Construction Manager	126
Construction Manager/Oversight	110
Senior Construction Inspector	110
Senior Field Geologist	126
Senior Associate	116
Associate I	110
Associate II	105
Associate III	100
Associate Soil Scientist	100
Senior Assistant	97
Assistant I	93
Assistant II	88
Assistant Soil Scientist	88
Assistant III	83
GIS Manager	110
GIS Specialist I	93
GIS Specialist II	83
Technical Illustrator	83
AutoCAD Technician	83
Soil Technician	73
Aide I	68
Aide II	58
Aide III	53
Project Coordinator I	127
Project Coordinator II	93
Project Coordinator III	83
Contract Management	95
Administrative I (word processing)	68
Administrative II	58
Administrative III	53

WATER RESOURCE PROFESSIONALS  
 LICENSED BY THE STATE BOARD OF CONSUMER AFFAIRS



### Direct Expense Rates

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<b>Expense Description</b>	<b>Billing Rate</b>
Fax (In-House)	\$0.30/sheet
CAD (In-House)	\$15.00/hour
GIS Expense (In-House)	\$15.00/hour
Specialty Computer Expense (In-House)	\$5.00/hour
Mileage	\$/mile
Reproduction B & W (In-House)	\$0.15/sheet
Reproduction Color 8.5 x 11 (In-House)	\$0.89/sheet
Reproduction Color 11 x 17 (In-House)	\$1.89/sheet
Plotter Reproduction (In-House)	\$1.50/sq. ft.
4 x 4 Truck w/Drill Rig	\$150.00/day
Survey Equipment	\$120.00/day

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\*Mileage is billed at the current IRS approved mileage rate and may be subject to change.

All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on standby at attorneys' request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.



**EXHIBIT "C"**  
**SCHEDULE OF PERFORMANCE**

Task 1:	Collect and Review Pertinent Information from City Staff	9-10-15
Task 2:	Review of Legal and Regulatory Requirements	9-10-15
Task 3:	Estimate Value of Water Systems	10-26-15
Task 4:	Preparation of RFP Packages for Sale of Water Systems	11-23-15
Task 5:	Bid Solicitation and Response to Questions	TBD
Task 6:	Evaluation of Bids	TBD



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Perris, California.
- **"Data"** means the data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are fifty (50).
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, support services for the Tyler Software under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- “SLA” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “Support Call Process” means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “Third Party End User License Agreement(s)” means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software and related interfaces identified in the Investment Summary.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

## **SECTION B – SAAS SERVICES**

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. Access to the Tyler Software will be provided under the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1).
3. **Ownership.**
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. You must retain all proprietary notices, logos, copyright notices, and similar markings on all such copies.
  - 3.3 You retain all ownership and intellectual property rights to the Data.

4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA and our then current Support Call Process.

### **SECTION C – OTHER PROFESSIONAL SERVICES**

1. **Other Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary contains the scope of services and related costs required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the services, subject to any reasonable security protocols or other written policies provided to us.
7. **Client Assistance.** You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

#### **SECTION D – THIRD PARTY PRODUCTS**

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
3. **Third Party Products Warranties.**
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. **Invoicing and Payment.** We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. **Invoice Disputes.** If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including SaaS Services, if you fail to pay an invoice not disputed as described above.

#### **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is five (5) years from October 1, 2015, unless earlier terminated as set forth herein. After September 30, 2020, this Agreement will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We reserve the right to increase SaaS Fees if our costs to provide the SaaS Services increase. We will provide you at least ninety (90) days' notice of any increase in SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
  
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section H(3), Dispute Resolution, prior to termination.
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
    - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
    - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
    - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the

initial term.

## **SECTION G – INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (d) willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund the unused SaaS Fees. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE THEN CURRENT ANNUAL SAAS FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(1).**

4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable U.S. taxes to the proper U.S. authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your



project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of

performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile.

20. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

21. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	DocOrigin End User License Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.  
ERP & Schools Division

City of Perris, California

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Associate General Counsel

Address for Notices:

City of Perris  
101 N. D Street  
Perris, CA 92570  
Attention: \_\_\_\_\_



**Investment  
Summary**

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the City of Perris, California under your Software as a Service Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

Your Data Storage Capacity for Tyler Content Manager SE is 50GB of storage. Additional storage may be purchased as needed at an annual fee of \$1,000 per 100GB, with a total data storage capacity of 750GB. Tyler Content Manager SE is restricted to use with Tyler-hosted applications only.

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Quoted By: Jennifer Wahlbrink  
 Date: 6/18/2015  
 Quote Expiration: 11/15/2015  
 Quote Name: City of Perris-ERP-Munis  
 Quote Number: 2015-13056  
 Quote Description: 6-18-2015 SaaS - 5 Years

**Sales Quotation For**  
 City of Perris  
 101 N. D Street  
 Perris, California 92570  
 Phone (951) 943-4610

SaaS	Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
<b>Financials:</b>					
Accounting/GL/BG/AP		\$36,561.00	5.0	\$182,805.00	18
Cash Management		\$6,733.00	5.0	\$33,665.00	4
Fixed Assets		\$9,091.00	5.0	\$45,455.00	5
Project & Grant Accounting		\$7,733.00	5.0	\$38,665.00	4
Purchasing		\$15,659.00	5.0	\$78,295.00	10
<b>Payroll/HR:</b>					
HR Management		\$5,674.00	5.0	\$28,370.00	5
Payroll w/ESS		\$14,593.00	5.0	\$72,965.00	13
<b>Revenue:</b>					
Accounts Receivable		\$8,325.00	5.0	\$41,625.00	8
Animal License		\$5,325.00	5.0	\$26,625.00	2
Business License		\$7,753.00	5.0	\$38,765.00	8
General Billing		\$5,517.00	5.0	\$27,585.00	4
Tyler Cashiering		\$13,273.00	5.0	\$66,365.00	5

UB Interface	\$2,081.00	5.0	\$10,405.00	2
Utility Billing CIS	\$9,839.00	5.0	\$49,195.00	11
<b>Productivity:</b>				
Munis Analytics & Reporting (SaaS)	\$19,712.00	5.0	\$98,560.00	10
Tyler Content Manager SE	\$12,446.00	5.0	\$62,230.00	4
Tyler Forms Processing	\$5,622.00	5.0	\$28,110.00	0
<b>TOTAL:</b>	<b>\$185,937.00</b>		<b>\$929,685.00</b>	<b>113</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Munis Admin & Security	2	\$1,275.00	\$0.00	\$2,550.00
POS Cash Installation (Up to 3)	1	\$1,000.00	\$0.00	\$1,000.00
Project Planning Services	1	\$6,000.00	\$0.00	\$6,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00
Tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00
Tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00
Tyler Forms Library - Utility Billing	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
<b>TOTAL:</b>				

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	3	\$230.00	\$0.00	\$690.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1900GSR	3	\$385.00	\$0.00	\$1,155.00	\$0.00	\$0.00	\$0.00

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Hand Held Scanner Stand	3	\$25.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	3	\$62.00	\$0.00	\$186.00	\$0.00	\$0.00	\$0.00
Power Supply	3	\$40.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	3	\$1,600.00	\$0.00	\$4,800.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<b>3rd Party Hardware Sub-Total:</b>				<b>\$8,676.00</b>			<b>\$0.00</b>
<b>TOTAL:</b>				<b>\$8,676.00</b>			<b>\$0.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$185,937.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$31,550.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$8,676.00	\$0.00
<b>Summary Total</b>	<b>\$40,226.00</b>	<b>\$185,937.00</b>
<b>Contract Total (Excluding Estimated Travel Expenses)</b>	<b>\$969,911.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$60,000.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals	\$0.00	\$0.00	\$0.00
Accounting Opt 2 - Budgets	\$0.00	\$0.00	\$0.00
Accounting Standard COA	\$0.00	\$0.00	\$0.00
Accounts Payable Opt 1 - Checks	\$0.00	\$0.00	\$0.00
Accounts Payable Opt 2 - Invoice	\$0.00	\$0.00	\$0.00
Accounts Payable Standard Master	\$0.00	\$0.00	\$0.00
Animal License Opt 1 - Bills	\$0.00	\$0.00	\$0.00
Animal License Std Master	\$0.00	\$0.00	\$0.00
Fixed Assets Opt 1 - History	\$0.00	\$0.00	\$0.00
Fixed Assets Std Master	\$0.00	\$0.00	\$0.00
General Billing Opt 1 - Recurring Invoices	\$0.00	\$0.00	\$0.00
General Billing Opt 2 - Bills	\$0.00	\$0.00	\$0.00
General Billing Std CID	\$0.00	\$0.00	\$0.00
Payroll - Option 1 Deductions	\$0.00	\$0.00	\$0.00
Payroll - Option 2 Accrual Balances	\$0.00	\$0.00	\$0.00
Payroll - Option 3 Accumulators	\$0.00	\$0.00	\$0.00
Payroll - Option 4 Check History	\$0.00	\$0.00	\$0.00
Payroll - Option 5 Earning/Deduction Hist	\$0.00	\$0.00	\$0.00
Payroll - Standard	\$0.00	\$0.00	\$0.00
Project Grant Accounting Opt 1 - Actuals	\$0.00	\$0.00	\$0.00
Project Grant Accounting Opt 2 - Budgets	\$0.00	\$0.00	\$0.00
Project Grant Accounting Standard	\$0.00	\$0.00	\$0.00
Purchasing - Purchase Orders - Standard	\$0.00	\$0.00	\$0.00
Utility Billing - Option 1 Services	\$0.00	\$0.00	\$0.00
Utility Billing - Option 2 Assessments	\$0.00	\$0.00	\$0.00
Utility Billing - Option 3 Consumption History	\$0.00	\$0.00	\$0.00
Utility Billing - Option 4 Balance Forward AR	\$0.00	\$0.00	\$0.00



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Option 5 Service Orders	\$0.00	\$0.00	\$0.00
Utility Billing - Option 6 Backflow	\$0.00	\$0.00	\$0.00
Utility Billing - Standard	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>			<b>\$0.00</b>

**Optional SaaS**

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
<b>Financial:</b>				
Bid Management	\$4,193.00	5.0	\$20,965.00	3
Contract Management	\$4,936.00	5.0	\$24,680.00	3
Inventory	\$8,500.00	5.0	\$42,500.00	5
Work Orders, Fleet & Facilities Management	\$13,181.00	5.0	\$65,905.00	15
<b>Payroll/HR:</b>				
Applicant Tracking	\$2,081.00	5.0	\$10,405.00	2
Professional Development	\$3,652.00	5.0	\$18,260.00	2
<b>Productivity:</b>				
Citizen Self Service	\$6,540.00	5.0	\$32,700.00	1
eProcurement	\$5,968.00	5.0	\$29,840.00	1
<b>Other:</b>				
CAFR Statement Builder	\$8,621.00	5.0	\$43,105.00	3
<b>TOTAL:</b>	<b>\$57,672.00</b>		<b>\$288,360.00</b>	<b>35</b>

**Optional Other Services**

Description	Quantity	Unit Price	Discount	Extended Price
P-Card Import Format W/O Encumbrances	1	\$7,500.00	\$0.00	\$7,500.00
Source Code Escrow	1	\$800.00	\$0.00	\$800.00
<b>TOTAL:</b>				<b>\$8,300.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$0.00	\$0.00	\$0.00

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Inventory Opt 1 - Commodity Codes	\$0.00	\$0.00	\$0.00
Inventory Std Master	\$0.00	\$0.00	\$0.00
Payroll - Option 6 Applicant Tracking			
Work Order Opt 1 - Work Order Asset	\$0.00	\$0.00	\$0.00
Work Order Opt 2 - Closed Work Order History No Cost Data	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>			<b>\$0.00</b>

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

**Comments**

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

TCM SE includes up to 50GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$1,000 per 100GB with a total cap of storage at 750GB.

Utility billing library includes: 1 Utility bill, 1 UB receipt, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

The SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.



## **Invoicing and Payment Policy**

Tyler Technologies, Inc. will provide you with the products and services set forth in the Investment Summary of your Software as a Service Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

**Invoicing:** We will invoice you for the applicable products and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Software as a Service Agreement.

1. **SaaS Fees.** SaaS Fees for year one (\$185,937) are invoiced quarterly in advance (quarterly amount is \$46,484.25), beginning on October 1, 2015. Subsequent annual SaaS Fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date.
2. **Other Professional Services.**
  - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
  - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.3 *Training Services:* Training services are billed in half-day and full-day increments as delivered.
  - 2.4 *Data Conversion Services:* Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
  - 2.6 *Other Professional Services:* Other professional services (excluding training) are billed as delivered.
3. **Third Party Hardware.** Third Party Hardware costs are invoiced upon delivery.
4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel



**Exhibit B**

**Policy.** Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five (\$25) dollars are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Business Travel Policy Summary**

**I. Air Travel**

**A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

**B. Rental Car**



Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

#### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

#### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

### 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

#### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

**Departure Day**

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

**Return Day**

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00\* p.m.

Breakfast, lunch and dinner

\*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

**B. Same Day Travel**

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00\* p.m.

\*7:00 is defined as direct travel time and does not include time taken to stop for dinner

**5. Entertainment**

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

**6. Internet Access – Hotels and Airports**

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012



## Exhibit C Service Level Agreement

### I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Agreement between Tyler and Client.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

### II. Definitions

**Attainment:** The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

**Client Error Incident:** Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

**Defect:** Any bug, error, malfunction, adverse data condition, or other performance interruption that causes the licensed software to fail to operate in conformance with Tyler's then-current published specifications, but that does not cause a complete application outage.

**Downtime:** Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

**Force Majeure:** An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

**Service Availability:** The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### **III. Service Availability**

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

#### **a. Client Responsibilities**

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end. The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### **b. Tyler Responsibilities**

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

#### **c. Client Relief**

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

**Client Relief Schedule**

<b>Targeted Attainment</b>	<b>Actual Attainment</b>	<b>Client Relief</b>
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

**V. Force Majeure**

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler’s request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.



## Support Call Process

### Tyler Technical Support Department for Munis®

*Goal: To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

### Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site ([www.tylertech.com](http://www.tylertech.com)).

### Support Organization

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

### Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms, Reporting Services and TCM	8:00am-9:00pm EST Monday-Friday

## **Focus on Incoming Rate**

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75 percent of our daily incoming calls*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

## **Leaving Messages for Support**

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

## **Paging**

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press “0” to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

## **Online Support**

Some questions can be handled effectively by email. Once registered as a user on Tyler’s Support Web site at [www.tylertech.com](http://www.tylertech.com), you can ask questions or report issues to Support through “Customer Tools”. Tyler’s Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated email response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via email according to the priority of the incident.

## **Customer Relationship Management System**

Every call or email from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler’s Support Web site ([www.tylertech.com](http://www.tylertech.com)), a list of calls is available real-time under the Tyler Client Portal (TCP).

### Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

### Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

### Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

**Priority 1 Call** — issue is critical to the client, the Munis application or process is down.

**Priority 2 Call** — issue is severe, but there is a work around the client can use.

**Priority 3 Call** — issue is a non-severe support call from the client.

**Priority 4 Call** — issue is non-critical for the client and they would like to work with Support as time permits.

### Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site ([www.tylertech.com](http://www.tylertech.com)) and add a note requesting follow-up.

### Escalating a Support Call



If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

**Technical Support Product Managers:**

**Financials, Payroll and Human Resources**

**Brian Gilman**  
Support Product Manager – Purchasing  
brian.gilman@tylertech.com (X4436)

**Evan Smith**  
Support Product Manager – Budget and General Ledger  
evan.smith@tylertech.com (X4621)

**Holly LaRou**  
Support Product Manager – Equipment  
holly.larou@tylertech.com (X4482)

**Tracy Silva**  
Support Product Manager – Payroll  
tracy.silva@tylertech.com (X4433)

**Ed Haggerty**  
Support Product Manager – Human Resources  
ed.haggerty@tylertech.com (X4464)

**Sonja Johnson**  
Senior Support Product Manager  
sonja.johnson@tylertech.com (X4157)

**Utility Billing and Revenue**

**Peggy Wintle**  
Support Product Manager – Utility Billing  
peggy.wintle@tylertech.com (X4567)

**Parker LaChance**  
Support Product Manager – Revenue  
parker.lachance@tylertech.com (X4257)

**Steven Jones**  
Senior Support Product Manager  
steven.jones@tylertech.com (X4255)

**Technology**

**Installation**  
**Dean Wilber**  
Installation Manager  
dean.wilber@tylertech.com (X4730)

**OS/DBA Team**  
**Ben King**  
Senior Support Product Manager  
ben.king@tylertech.com (X4867)

**TylerForms, Reporting Services & TCM**  
**Michele Brown**  
Support Product Manager  
michele.brown@tylertech.com (X4381)

**State Reporting**  
**Patience Stetson**  
Product Supervisor – Payroll State Reporting  
patience.stetson@tylertech.com (X4165)

**Ryan Blair**  
Development Product Manager  
ryan.blair@tylertech.com (X4579)

**CJ McCarron**  
Vice President of Technical Support  
cj.mccarron@tylertech.com (X4124)

*If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 ([cj.mccarron@tylertech.com](mailto:cj.mccarron@tylertech.com)).*

**Resources**

A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Managed Internet Update (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **KnowledgeBase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

**Remote Support Tool**

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix ([www.citrix.com](http://www.citrix.com)) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

**Email Registration**

Clients can go to our Web site and register for email "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

**Tyler Web site**

Once you have registered as a user on Tyler's Support Web site ([www.tylertech.com](http://www.tylertech.com)), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

**Timely TCP Progress Updates**

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

**Priority 1 Incidents** — Daily updates (only if phone contact is not possible)

**Priority 2 Incidents** — Weekly Updates

**Priority 3 Incidents** — Biweekly Updates

**Priority 4 Incidents** — Biweekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.



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**Last Updated: [July 18 2013]**



## MITIGATION MONITORING & REPORTING PLAN

The following environmental mitigation measures shall be incorporated into the project development as Conditions of Approval (MND 2313). The Project Applicant shall secure a signed verification for the mitigation measures to ensure compliance with each mitigation measure, as required by the City of Perris to meet CEQA obligations and other requirements (Public Resources Code Section 21081.6.) Final clearance shall require all verifications applicable to the attached table. The Perris Development Services Department has primary responsibility for monitoring and reporting the implementation of each mitigation measure.

MOTTE TOWNE CENTER STOCK PILE PERMIT (Stockpile Permit 15-05082)			
MITIGATION MEASURE		VERIFICATION OF COMPLIANCE	
	TIMING	DEPARTMENT	SIGNATURE
AIR QUALITY			
<p><b>AQ -1:</b> During grading and construction activities, the Project developer is required to comply with SCAQMD Rule 403, Fugitive Dust.:</p> <ol style="list-style-type: none"> <li>1. No more than 14.75 acres of the site shall be under simultaneous heavy grading activity.</li> <li>2. Grading activities shall be halted when sustained wind speeds exceed 25 mph.</li> <li>3. Vehicles hauling dirt, sand, soil, or other loose material shall be tarped with a fabric cover and maintain a freeboard height of at least 12 inches.</li> <li>4. Disturbed/loose soil shall be kept moist at all times. Water shall be applied at least once every three (3) hours.</li> <li>5. All stockpiled dirt, sand, soil, or other loose material shall be stabilized by covering, wetting, or binding.</li> <li>6. Paved public roads shall be swept/washed daily when visible soil carried from the construction site is present.</li> <li>7. During earth-moving, minimum soil moisture of 12% shall be required. Moisture may be applied by use of a moveable sprinkler system, water truck, or other comparable method.</li> <li>8. Vehicle speeds on unpaved portions of the construction site shall be restricted to 15 mph or less by radar enforcement.</li> </ol>	<p>During Movement and Piling of Dirt</p>	<p>Planning Division</p>	

**MOTTE TOWNE CENTER STOCK PILE PERMIT**  
 (Stockpile Permit 15-05082)

**MITIGATION MEASURES**

MITIGATION MEASURE	VERIFICATION OF COMPLIANCE			
	TIMING	DEPARTMENT	SIGNATURE	DATE
<p>9. Trackout-control devices and gravel bed trackout aprons shall be installed at all vehicle exits from the construction site, or trucks and other equipment shall be washed before leaving the construction site.</p> <p>10. Chemical soil stabilizers or comparable dust suppressant shall be applied on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).</p> <p>11. Within 30 days after the completion of grading activities, vegetative ground cover or other comparable soil stabilization shall be placed on all areas of the site that are not scheduled for paving, building construction, or landscaping within the following 45 days.</p>				
<p><b>AQ-2:</b> Additional regulatory requirements that are in effect during Project construction include the following:                      The City of Perris Engineer shall ensure that all construction/grading plans include a statement that work crews shall shut off construction equipment when not in use and reduce idling times to less than five minutes per hour.</p>	Prior to Issuance of Stockpile Permit	Engineering Department		
<p><b>BIOLOGICAL RESOURCES</b></p> <p><b>BIO -1:</b> No more than thirty (30) days prior to grading, a qualified biologist shall conduct a pre-construction burrowing owl survey. The determination shall be documented in a report to be reviewed and accepted by the City of Perris. If the species is determined to be present, and the MSHCP's stated objectives 1-4 for burrowing owl have not been met, mitigation shall be required in compliance with the MSHCP, Appendix E which states:                      If the site contains or is part of an area supporting less than 35 acres of suitable habitat or the survey reveals that the site and surrounding area supports less than three pairs of burrowing owls, the owls shall be passively or actively relocated following accepted protocols.</p>	Pre-movement and Piling of Dirt	Planning Division		

**MOTTE TOWNE CENTER STOCK PILE PERMIT**  
 (Stockpile Permit 15-05082)

**MITIGATION MEASURES**

MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
<p>If the site (including adjacent areas) supports three or more pairs of burrowing owls, or supports greater than 35 acres of suitable habitat that is noncontiguous with MSHCP Conservation Area lands, at least 90 percent of the area with long-term conservation value and burrowing owl pairs shall be conserved onsite.</p>				
<p><b>BIO-2:</b> If vegetation is to be removed during the nesting migratory bird season (February 1 – August 31), a qualified biologist shall conduct a nesting bird survey of potentially suitable nesting vegetation no more than three (3) days prior to vegetation removal. If active nests are identified, the nesting vegetation shall be avoided until the nesting event has completed and the juveniles can survive independently from the nest. The biologist shall flag the nesting vegetation in the field and shall establish an adequate buffer around the nesting vegetation within which no construction activity shall occur. The size of the buffer shall be based on the type of bird nesting. Clearing and grading shall not occur within the buffer until the nesting event has completed as determined by the biologist.</p>	<p>Pre-movement and Piling of Dirt</p>	<p>Planning Division</p>		
<p><b>CULTURAL RESOURCES</b></p>				
<p><b>CR-1</b> Prior to any clearing, grubbing and/or earth moving activities, a qualified archaeologist approved by the City of Perris shall be retained by the Developer to prepare and implement a mitigation plan and a discovery clause/treatment plan to address the handling and management of any archaeological resources and other site specific data encountered during any ground disturbing activities associated with construction of the Project. The treatment plan shall account for treatment of any archaeological remains and associated data uncovered by brushing, grubbing, or earthmoving. Because the</p>	<p>Pre-movement and Piling of Dirt</p>	<p>Planning Division</p>		

**MOTTE TOWNE CENTER STOCK PILE PERMIT**  
 (Stockpile Permit 15-05082)

**MITIGATION MEASURES**

MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
<p>Project site is private land, all cultural resource materials - with the exception of burials and grave goods - are the property of the property owner. As a condition of approval, the property owner shall - through the treatment plan - make all cultural resource materials (e.g., artifacts) available for curation at a professionally acceptable repository (e.g., the UCR Archaeological Research Unit or the Western Center in Hemet)</p>				
<p><b>CR-2</b> If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.</p>	Pre-movement and Piling of Dirt	Planning Division		
<p><b>HYDROLOGY AND WATER QUALITY</b></p>				
<p><b>HYDRO-1</b> Prior to the first issuance of a permit by the City (which includes the issuance of grading permits and building permits), the Project applicant shall file a Notice of Intent (NOI) with the Regional Water Quality Control Board to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities.</p>	Prior to Issuance of Stock Pile Permit	City Engineer		

**MOTTE TOWNE CENTER STOCK PILE PERMIT**

(Stockpile Permit 15-05082)

**MITIGATION MEASURES**

MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
<p><b>HYDRO-2</b> Prior to the first issuance of a stock pile permit/grading by the City (which includes the issuance of each grading permit and each building permit), the Project applicant shall submit to and receive approval from the City of Perris a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control onsite and offsite erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural BMPs to control sediment and nonvisible discharges from the site.</p>	<p>Prior to Issuance of Stock Pile Permit</p>	<p>City Engineer</p>		
<p><b>HYDRO-3</b> The Construction Contractors shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractors and available for City inspection. In addition, the Contractors will also be required to maintain an inspection log and have the log onsite to be reviewed by the City of Perris and the representatives of the Regional Water Quality Control Board (RWQCB).</p>	<p>Commencement of movement and Piling of Dirt</p>	<p>Applicant's Superintendent or other responsible representative</p>		
<p><b>HYD-04</b> Prior to the issuance permit by the City, the Homeland-Romoland Area Drainage Plan Line A improvements shall be completed to the satisfaction of the Riverside County Flood Control and Water Conservation District. In the event that Line A is not constructed, the Project must satisfy all necessary requirements outlined by the Federal Emergency Management Agency (FEMA) in the National Flood Insurance Program and obtain a Conditional Letter of Map Revision (CLOMR) by demonstrating to the City of Perris floodplain manager that all regulatory floodplain requirements are met.</p>	<p>Prior to issuance of stockpile permit</p>	<p>Applicant</p>		
<p><b>HYD-05</b> Prior to issuance of permit for this work, the applicant shall demonstrate to the City that the proposed work will not block drainage from the north property and it is in compliance with the flood plain/way ordinance and standards.</p>	<p>Prior to issuance of stockpile permit</p>	<p>Applicant</p>		

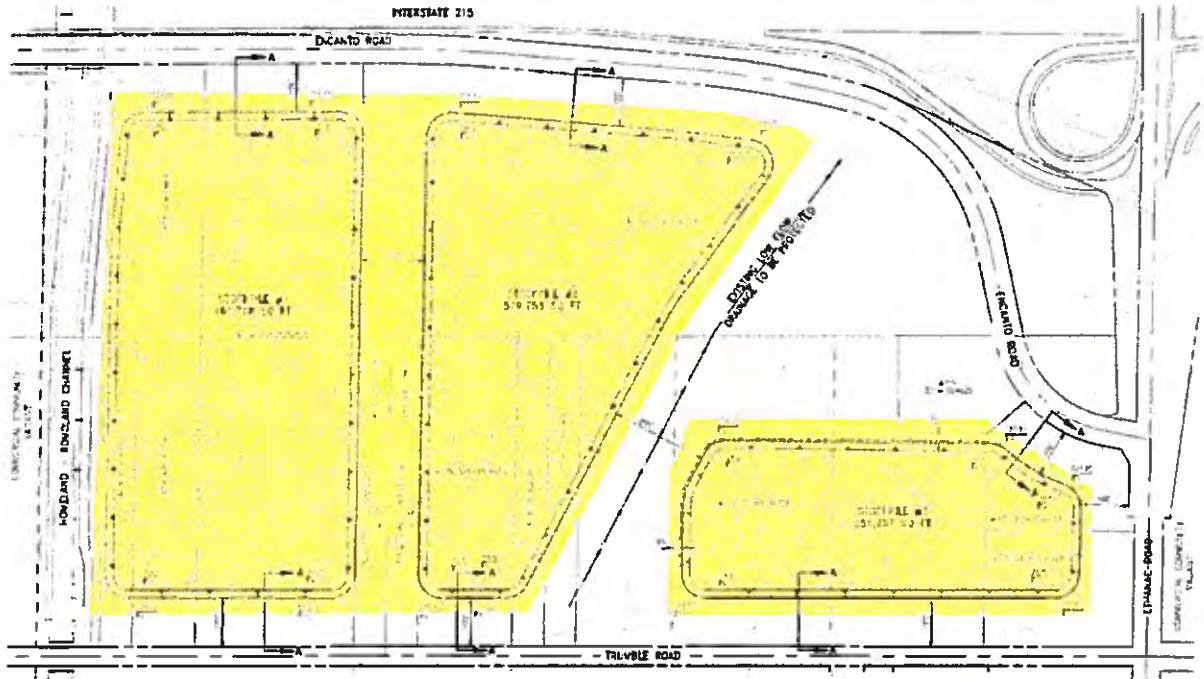
**MOTTE TOWNE CENTER STOCK PILE PERMIT**  
 (Stockpile Permit 15-05082)

**MITIGATION MEASURES**

MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
<b>NOISE</b>				
<b><u>NOISE - 1:</u></b> During all excavation and grading activities associated with Project construction, the construction contractor(s) shall ensure that all construction equipment, fixed or mobile, is equipped with properly operating and maintained mufflers, consistent with manufacturers' standards. This requirement shall be noted on the specification sheet of all grading and construction plans	Commencement of movement and Piling of Dirt	Building Division		
<b><u>NOISE-2:</u></b> During all construction and grading activities associated with the Project, the construction contractor(s) shall ensure that all stationary construction equipment is placed in such a manner that emitted noise is directed away from offsite noise sensitive receptors (occupied residential homes located east and south of the site). This requirement shall be noted on the specification sheet of the Project's grading and construction plans.	Commencement of movement and Piling of Dirt	Building Division		
<b><u>NOISE-3:</u></b> During all excavation and grading activities associated with the Project, the construction contractor(s) shall locate equipment staging in areas a minimum of 800 feet from offsite sensitive receptors (occupied residential homes located east and south of the site). This requirement shall be noted on the specification sheet of the Project's grading and construction plans.	Commencement of movement and Piling of Dirt	Building Division		
<b><u>NOISE-4:</u></b> During all excavation and grading activities associated with the Project, the construction contractor(s) shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass noise-sensitive land uses, including occupied residential dwellings on Trumble Road adjacent to the site. The City of Perris shall approve the haul route prior to the issuance of a grading permit.	Commencement of movement and Piling of Dirt	Building Division		

<b>City of Perris 135 North "D" Street, Perris, California 92570</b>																
<b>Project Title</b>	Stratford Ranch Stock Pile Permit Environmental Assessment 15-05082															
<b>Lead Agency Name and Address</b>	City of Perris Planning Division, 135 North "D" Street, Perris, California 92570															
<b>Contact Person and Phone Number</b>	Ilene Lundfelt, Associate Planner, (951) 943-5003, ext. 253															
<b>Project Location</b>	The project site is located between north of Line A between I-215 and Trumble Road. (APN# 331-100-001,002,012,013,017,019,023,024, and 027 thru 032).															
<b>Project Sponsor's Name and Address</b>	MTC Consolidated, LLC 41391 Kalmia Street Suite 200 Murrieta, CA 92562															
<b>General Plan Designation</b>	Existing: Commercial Community Proposed: Commercial Community															
<b>Zoning</b>	Existing: Commercial Community Proposed: Commercial Community															
<b>Description of Project</b>	<p>The proposed Motte Towne Center consist of piling 150,000 cubic yards of excess dirt material from the RCFC and WCD Line A flood control project on approximately 51 undeveloped acres of land generally located north of Line A between I-215 and Trumble Road, located south of the Ethanac Road.</p> <p>The stock pile will slope in a southerly direction following existing drainage patterns, and ranges from 1' to 4' feet in height from existing grade (existing site gradually slopes lower north to south).</p> <p>The generated 150,000 cubic yards of surplus dirt material is generated and accumulated from Line A flood control project.</p>															
<b>Surrounding Land Uses and Setting</b>	<table border="1"> <thead> <tr> <th>Boundary</th> <th>General Plan Designation</th> <th>Existing Land Use</th> </tr> </thead> <tbody> <tr> <td>Eastern</td> <td>City of Menifee</td> <td>Existing Residential Neighborhood</td> </tr> <tr> <td>Northern</td> <td>Commercial Community</td> <td>Existing Commercial Center</td> </tr> <tr> <td>Southern</td> <td>Commercial Community</td> <td>Vacant</td> </tr> <tr> <td>Western</td> <td>Commercial Community</td> <td>Vacant</td> </tr> </tbody> </table>	Boundary	General Plan Designation	Existing Land Use	Eastern	City of Menifee	Existing Residential Neighborhood	Northern	Commercial Community	Existing Commercial Center	Southern	Commercial Community	Vacant	Western	Commercial Community	Vacant
Boundary	General Plan Designation	Existing Land Use														
Eastern	City of Menifee	Existing Residential Neighborhood														
Northern	Commercial Community	Existing Commercial Center														
Southern	Commercial Community	Vacant														
Western	Commercial Community	Vacant														
<b>Other public agencies whose approval is required</b>	<ul style="list-style-type: none"> <li>California Regional Water Quality Control Board</li> <li>Riverside County Flood Control</li> </ul>															

**STOCKPILE PLAN FOR:  
MOTTE TOWNE CENTER  
IN THE CITY OF PERRIS, CALIFORNIA**





**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Aesthetic/Visual                | <input type="checkbox"/> Agricultural Resources        | <input checked="" type="checkbox"/> Air Quality             |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils                      |
| <input type="checkbox"/> Greenhouse Gas Emissions        | <input type="checkbox"/> Hazards & Hazardous Materials | <input checked="" type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use/Planning               | <input type="checkbox"/> Mineral Resources             | <input checked="" type="checkbox"/> Noise                   |
| <input type="checkbox"/> Population/Housing              | <input type="checkbox"/> Public Services               | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Transportation/Traffic          | <input type="checkbox"/> Utilities/Service Systems     | <input type="checkbox"/> Mandatory Findings of Significance |

**DETERMINATION**

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION would be prepared.
- I find that although the proposed project could have a significant effect on the environment, there would not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION would be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

\_\_\_\_\_  
Signature of Lead Agency Representative

\_\_\_\_\_  
Date

Ilene Lundfelt  
\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Agency

1. <u>AESTHETICS</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

**1a-d. No impact.** The Project site is relatively flat and featureless. The site is currently undeveloped. No rock outcroppings or historic buildings are present. Two foundations from previously removed homes are present along the eastern boundary of the Project site. Trees still exist surrounding the former home sites. The Project site was previously used for agricultural purposes but is currently fallow. The Project site is not located within a designated scenic vista or along a scenic highway. The I-215 Freeway and agricultural land uses are located to the west. Agricultural land uses are located to the north. Commercial, agricultural, and residential land uses are located to the east, and residential and agricultural uses are present to the south. Therefore, impacts to scenic vistas and scenic resources are anticipated to be less than significant. The project includes temporary storage of stock pile; therefore no long term site degradation to visual character is anticipate. Glare is caused by light reflections from pavement, vehicles, and building materials such as reflective glass and polished surfaces. During daylight hours, the amount of glare depends on intensity and direction of sunlight. Glare can create hazards to motorists and nuisances for pedestrians and other viewers. The project site is currently undeveloped and there are no sources of light that exist at the project site. Existing sources of light are from streets lights along Evans Road and an existing residential neighborhood to the east of the project site. There are no existing buildings or impervious surfaces, however there is a man-made retention basin. The existing detention basin does not cause substantial glare. Also, the County of Riverside Ordinance No. 655 (Mt. Palomar) restricts the permitted use of certain light fixtures emitting light into the night sky that may have a detrimental effect on astronomical observation and research. The temporary stock pile would not introduce additional sources of lighting to the project site. Also, no night time movement of dirt fill is proposed. No impacts are anticipated. (Source: Project Plans, 1, 2).

2. <u>AGRICULTURE AND FORESTRY RESOURCES</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**2a-b. Potentially Significant Impact.** The California Department of Conservation (DOC) Office of Land Conservation publishes a Farmland Conversion Report every two years as part of its Farmland Mapping and Monitoring Program (FMMP); these reports document land use conversion by acreage for each county in California. Per DOC office of land conservation website of State Farmland Designations, the project site is not located on land designated as "Farmland of Local Importance." Because the project site is not currently designated Prime, Unique, or Statewide Important Farmland, no conversion of Prime, Unique, or Statewide Important Farmland would occur. Also, as identified in the City's General Plan, there are no agricultural zones identified by the City on the project site or any of the surrounding properties. The property is zoned for residential uses (R-10,000) and not zoned for agricultural uses. Also, the project entails piling of dirt, therefore no impacts are anticipated (Source: 1, 2 & 7).

**2c-e. No Impact.** The project site is currently vacant and does not have any designated forest land use. The proposed project would not conflict with existing forest zoning, cause rezoning of forest land, or result in the loss or conversion of forest lands to non-forest uses as no such resources exist in the City. Therefore, no impacts associated with these issues would occur and no mitigation is required. (Source: 1 & 3)

3. <u>AIR QUALITY</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Explanation of Checklist Answers**

**3a-b. *Less Than Significant Impact.*** The Motte Centre Stockpile Plan (also referred as the “project”) would not conflict with or obstruct implementation of applicable air quality plan. Also, the project would not violate any air quality standard or contribute substantially to an existing or project air quality violation. An AQMP (Air Quality Management Plan) describes air pollution control strategies that are mandated to City, County, or Region classified as a nonattainment area. The main purpose of an AQMP is to bring the area into compliance with federal and State air quality standards. For a project to be consistent with the AQMP adopted by the SCAQMD, pollutants emitted from the project should not exceed the SCAQMD daily threshold or cause a significant impact on air quality, or the project must already been included into the AQMP projection. An Air Quality Impact Assessment was prepared by Urban Crossroads to evaluate the potential impacts to air quality associated with construction activities related to the proposed project and recommended measures to mitigate potential impacts to a level of less than significant. Therefore, the emissions will not generate new air quality impacts but short term impacts will be mitigated to less than significant. See Section 3c for thresholds compliance table and Air Quality Mitigation Measures (Source: 14 & 16)

**3c.** The project will not result in a cumulatively considerable net increase of a criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors). Short term air quality impacts were estimated using the SCAQMD approved emission factors for construction and operational emissions by using the CalEEMod Version: CalEEMod.2013.2 computer program. Since, no long term air quality impacts are anticipated due to no physical construction the study was focused on short term. The results confirmed that the Air Quality impact will be under the regional thresholds for operational and construction as noted in the summary below:

The following CEQA significance thresholds for construction emissions are established for the Basin:

- 75 pounds per day (lbs/day) of VOC
- 100 lbs/day of NO<sub>x</sub>
- 550 lbs/day of CO
- 150 lbs/day of PM<sub>10</sub>
- 55 lbs/day of PM<sub>2.5</sub>
- 150 lbs/day of SO<sub>2</sub>

Grading	VOC	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Fugitive Dust	0	0	0	0	313.74	65.89
Equipment	15.56	131.51	59.52	0.11	8.50	5.98
Water Trucks	0.03	0.37	0.11	0	0.02	0.02
Haul Trucks	10.26	129.75	39.77	0.11	8.35	5.81
Worker Trips	1.32	7.89	10.69	0.01	0.3	0.25
<b>Peak Day Mass Emissions</b>	<b>27.17</b>	<b>269.52</b>	<b>110.09</b>	<b>0.23</b>	<b>326.91</b>	<b>77.75</b>
SCAQMD Regional Threshold	75	100	550	150	150	55
Significant?	NO	YES	NO	NO	YES	YES

Table 4.3-4 Emissions Summary of Grading/Construction Activities After Mitigation and Project Requirements (pounds per day)

Grading	VOC	NO <sub>x</sub>	CO	SO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Fugitive Dust	0	0	0	0	122.36	25.70
Equipment	2.90	46.88	56.54	0.10	3.25	2.99
Water Trucks	0.03	0.37	0.11	0.00	0.02	0.02
Haul Trucks	10.26	129.75	39.77	0.11	8.35	5.81
Worker Trips	1.32	7.89	10.69	0.01	0.3	0.25
<b>Peak Day Mass Emissions</b>	<b>14.51</b>	<b>184.89</b>	<b>107.11</b>	<b>0.22</b>	<b>132.28</b>	<b>34.57</b>
SCAQMD Regional Threshold	75	100	550	150	150	55
Significant?	NO	NO YES	NO	NO	NO	NO

As shown in Table 4.3-4, with the incorporation of the mitigation identified above, emissions resulting from construction-related activities would be below the SCAQMD regional thresholds for VOC, CO, SO<sub>x</sub>, PM<sub>2.5</sub> and PM<sub>10</sub>. Construction of the Project site would result in 184.89 lbs/day during grading and 137.68 pounds per day of NO<sub>x</sub> during building construction, which exceeds the SCAQMD regional threshold of 100.0 pounds per day, resulting in a short term **significant and unavoidable impact**.

In order to reduce grading and construction-related impacts relating to air pollutants the following Project requirements and mitigation measures are recommended:

**AQ-1** During grading and construction activities, the Project developer is required to comply with SCAQMD Rule 403, Fugitive Dust.:

1. No more than 14.75 acres of the site shall be under simultaneous heavy grading activity.
2. Grading activities shall be halted when sustained wind speeds exceed 25 mph.
3. Vehicles hauling dirt, sand, soil, or other loose material shall be tarped with a fabric cover and maintain a freeboard height of at least 12 inches.
4. Disturbed/loose soil shall be kept moist at all times. Water shall be applied at least once every three (3) hours.
5. All stockpiled dirt, sand, soil, or other loose material shall be stabilized by covering, wetting, or binding.
6. Paved public roads shall be swept/washed daily when visible soil carried from the construction site is present.

7. During earth-moving, minimum soil moisture of 12% shall be required. Moisture may be applied by use of a moveable sprinkler system, water truck, or other comparable method.
8. Vehicle speeds on unpaved portions of the construction site shall be restricted to 15 mph or less by radar enforcement.
9. Trackout-control devices and gravel bed trackout aprons shall be installed at all vehicle exits from the construction site, or trucks and other equipment shall be washed before leaving the construction site.
10. Chemical soil stabilizers or comparable dust suppressant shall be applied on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
11. Within 30 days after the completion of grading activities, vegetative ground cover or other comparable soil stabilization shall be placed on all areas of the site that are not scheduled for paving, building construction, or landscaping within the following 45 days.

**AQ-2:** Additional regulatory requirements that are in effect during Project construction include the following:

- The City of Perris Engineer shall ensure that all construction/grading plans include a statement that work crews shall shut off construction equipment when not in use and reduce idling times to less than five minutes per hour. (Source: 14&16)

**3d.** *Less than Significant Impact.* The nearest sensitive receptors to project site is an existing single family neighborhood to the east (across Trumble). Per the Air Quality Study prepared by *Urban Crossroads*, the residential receptors to the east will not have short term exposure from any pollutant concentrations exceeding AQMD thresholds. Also, the City Engineer will require the applicant to provide a 100' feet distance or more from the dirt stock pile from the public right-of-way (Trumble Road, Ethanac Road, and I-215). Also, Trumble Road is currently designated as a collector (74' ROW) per the Circulation Element of the General Plan which would provide a total distance of 137' feet from the dirt stock pile. (Source: 14&16).

**3e.** *Less than Significant Impact.* Land uses generally associated with odor complaints include: agricultural uses (livestock and farming); wastewater treatment plants; food processing plants; composting operations; refineries; landfills; dairies; and fiberglass molding facilities. The Project would be a commercial shopping center. The Project does not contain land uses typically associated with emitting objectionable odors. As a result, no significant odor impacts associated with the operation of the Project are expected and no mitigation is required. During construction, odors associated with painting and paving would be temporary; as such, these impacts would be considered *less than significant* and mitigation is not required (Source: 14, 16 and Project Proposal).

4. <u>BIOLOGICAL RESOURCES</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**4a. *Less than significant impact with mitigation.*** The Project could have a substantial adverse impact on a species identified as sensitive, the western burrowing owl. Implementation of the identified mitigation measures would reduce this impact to ***less than significant with mitigation:***

**BIO 1:** A qualified biologist shall conduct a pre-construction survey/pre-stock piling survey for burrowing owls no more than 30 days prior to proposed grading or other site disturbance that might impact occupied burrows. If burrowing owls are detected onsite, the owls will be excluded from the site following accepted protocols. Owl exclusion, if necessary, will occur outside of the nesting season (Feb 1 through Aug 31).

**BIO 2:** If feasible, the removal of vegetation (trees, shrubs, and groundcover) shall occur outside of the nesting season, which extends from February 1 through August 31. If avoidance of the nesting season is not feasible, then a qualified biologist shall conduct a nesting bird survey to identify any active nests at the Project site. The survey shall be conducted within three days prior to proposed vegetation disturbance. If active nests are identified, then the biologist shall establish adequate buffers around the

active nests, and the buffers shall be maintained until the nests are no longer active, and the juveniles are able to survive independently from the nest. The buffers shall not exceed 200 feet for non-raptors and 500 feet for raptors (Source: 11 & 19).

- 4b. *Less than Significant.*** The proposed Project will incorporate measures, including those required through the National Pollutant Discharge Elimination System (NPDES), to ensure that the quantity and quality of untreated surface water runoff generated from the developed and paved areas of the site is not discharged into the flood control channel. Stormwater systems will be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials, or other elements that might degrade or harm biological resources or ecosystem processes located downstream of the site. This can be accomplished using a variety of methods. The Project's Water Quality Management Plan, proposes the use of infiltration and filtration bio-swales with regular maintenance to ensure effective operations of control systems. With the incorporation of Project Requirements for water quality, impacts to offsite wetlands would be *less than significant*. (Source: 10).
- 4c. *Less than significant.*** The site is currently vacant and contains a fallow agricultural field. The offsite improvement area contains a paved road and fallow agricultural land. It is not likely that wildlife moves across the offsite improvement area due to its condition as a paved roadway and a strip of agricultural land. Because the Project site is a vacant field, some wildlife species are likely to move across the property. Also no physical development is proposed as part of the stock pile permit project that would result in significant habitat fragmentation or substantially affect established wildlife corridors or wildlife movement (Source: 10).
- 4d. *No Impact.*** The City of Perris Municipal Code includes Section 19.71 (Urban Forestry). The purpose of Section 19.71 is to (1) establish and maintain a healthy urban forest in the City of Perris; (2) create an Urban Forestry Board to guide the City in the establishment and care of its urban forest; (3) establish guidelines for the planting, care and maintenance of trees within the City; (4) ensure the protection of trees during development and redevelopment of properties in the City; (5) avoid conflict between trees and utilities and other public improvements; and (6) identify public hazard and nuisance trees, and establish removal procedures. The intent of this Ordinance is to establish, maintain, and protect a thriving urban forest to benefit all who live, visit, or work in the City of Perris. There are currently no trees present on the project site; therefore, the project would not conflict with the provisions of this Ordinance (Source: 2).
- 4e. *Less than significant with mitigation.*** The Project is consistent with the Western Riverside County MSHCP and the Stephens' kangaroo rat HCP, although impacts to the western burrowing owl could occur, which is a species requiring focused surveys under the MSCHP requirements. Implementation of the identified mitigation measures would reduce this impact to *less than significant with mitigation*. Mitigation Measure Bio 1 (Source: 10).



<b>5. CULTURAL RESOURCES</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Explanation of Checklist Answers**

**5a. No impact.** Historical resources are not located on the Project site or in the offsite improvement area and are not expected to be discovered; thus, there would be **no impact**. (Source: 1, 3 & 9).

**5b-d. Less Than Significant With Mitigation.** No archaeological resources are known to exist on the Project site or in the offsite improvement area; however, unique archaeological resources may be present beneath the ground surface. If unique archaeological resources are present, they may be unearthed during ground disturbing activities associated with Project grading and construction. As such, the Project has the potential to cause a substantial adverse change in the significance of such resources. Although no known human remains are present on the Project site or in the offsite improvement area, the potential exists for human remains to be discovered beneath the ground surface during grading and construction activities. Mitigation measures are recommended to reduce this impact to **less than significant with mitigation**. Due to the potential of unidentified resources the project is subject to the following mitigation measures:

**CR-1** Prior to commencement of ground-disturbing construction activities, the City shall retain an archaeological monitor who shall be present at the pregrade conference in order to explain the cultural mitigation measures associated with the project. Due to the presence of a documented prehistoric resource (CA-RIV-7758) near the southwest corner of the project area, the potential for cultural resources exists. Therefore, monitoring of earth-moving activities by a qualified archaeologist is recommended on a spot-check basis. In the event previously undocumented archaeological resources are identified during earth-moving activities, work in the area should be redirected until the nature and significance of the find can be assessed and adequate mitigation measures implemented.

**CR-2** If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find

immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials (Source:1, 3 & 9).

6. <u>GEOLOGY AND SOILS</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6a.i.-6.a.iii.

**No Impact.** The project will include stock piling of excess dirt from the Line A Flood Control Project that is within an Alquist-Priolo Earthquake Fault Zone or an area with high potential for liquefaction. Also, since the project does not include construction of any permanent or temporary structure that would be susceptible to any ground shaking, ground failure which includes liquefaction. No impact. (Source: 1, 3 and Project Plans).

- 6a.iv. No Impact.** The Perris General Plan (2030) concludes that there would be no impacts related to landslides due that the stock piling project site is relatively flat and not located near any areas that possess potential landslide characteristics. No impact (Source: 1 & 3).
- 6b. Less Than Significant Impact.** The project will include stock piling of excess dirt from Line A Flood Control Project. To prevent soil erosion, the City Engineer conditioned the stock pile permit to provide temporary irrigation and landscaping. Also, any short-term stock piling-related erosion potential would be addressed through compliance with National Pollutant Discharge Elimination System (NPDES) permit requirements thru a Notice of Intent (NOI), and impacts would be less than significant. Also, the applicant shall provide proof to the city prior to issuance of any grading (if any) of the appropriate NPDES Permit (Regional Water Quality Control Board San Jacinto Watershed Construction Activities Permit) and a Storm Water Pollution Prevention Plan (SWPPP). Erosion during long-term stock piling of dirt that would not involve development of new impervious surfaces (i.e., buildings and hardscape) to an existing vacant site, erosion potential on the site would be reduced with proposed hydro-seeding and temporary irrigation. Therefore, with compliance with the City Engineer conditions of approval, there would be less than significant impacts related to erosion during the temporary stock piling of excess dirt and there would be no impacts related to erosion during project operation.
- 6c.-d. No Impact.** Per the Perris General Plan (2030) safety element and environmental assessment, the potential for lateral spreading and landslide for the project site is low due that the project site is relatively flat. The project includes no construction of permanent structures that would be susceptible to lateral spreading, subsidence, liquefaction and collapse that would create substantial risk of life and property. Also, since no covered structures are proposed for the stock piling permit, the project is not subject to the requirements of the Uniform Building Code (UBC). No impact (Source: 1 & 2).
- 6e. No Impact.** The project does not include permanent construction of any covered structure that would create a need for septic tanks or alternative waste water disposal (Source: Project Plans).

<b>7. GREENHOUSE GAS EMISSIONS</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Explanation of Checklist Answers**

7a- 7b. **Less than Significant Impact.** During movement of surplus dirt from the widening of the Perris Valley Storm Channel to the project site, equipment and vehicles would be used that would generate greenhouse gases (GHG). The GHG emissions are summarized below:

TABLE 1

CONSTRUCTION GREENHOUSE GAS EMISSIONS  
(METRIC TONS PER YEAR)

Phase	CO <sub>2</sub>	CH <sub>4</sub>	
	lbs/day	lbs/day	lbs/day CO <sub>2</sub> EQ
Grading	10,157.03	1.33	27.85
Paving	3,423.02	0.69	14.45
Building	3,776.22	0.63	13.22
<b>Total</b>	<b>17,356.27</b>	<b>2.64</b>	<b>55.51</b>

Source: Urban Crossroads, Inc. Construction Hand Calcs, 2007

Per the table above, the potential for the proposed project to generate GHG emissions during construction and operation, either directly or indirectly, will not have an impact on increasing GHG emissions (Source: 14&16).

8. <u>HAZARDS/HAZARDOUS MATERIALS</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter-mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. <u>HAZARDS/HAZARDOUS MATERIALS</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

- 8a - b. *No Impact.*** There is no potential for routine use, storage or transport of hazardous materials. The proposed project does not include handling and transporting hazardous materials that can result in accidental releases. No impact (Source: Project Plans)
- 8c. *No Impact.*** The Project site is not located within one-quarter mile of an existing or proposed school. The nearest school to the Project site is Romoland Elementary School, located approximately 0.9 miles northeast of the Project site. Consequently, the Initial Study determined that *no impacts*
- 8d. *No Impact.*** The site-specific Phase I ESA conducted a records search for the Project site and concluded that no hazardous materials sites listed pursuant to Government Code 65962.0 are located within the Project site. Consequently, the Initial Study determined that *no impacts*
- 8e.- f. *No Impact.*** The Project site is not located near a private air strip. Perris Valley Airport, a small private airport with uses that include skydiving and hot air ballooning, is located approximately 2.0 miles northwest of the Project site. The Project is not located within the take-off or landing zones for the airport, and is not located within the Airport Influence Zone for the airport. The Project does not propose any structures that would interfere with air traffic patterns and is consistent with the land use designations for the site. (Source: 1, 2 & 21).
- 8g. *No Impact.*** The site has no emergency facilities, does not serve as part of an emergency evacuation route, and along with the adjacent roadways, it does not serve as part of a comprehensive emergency evacuation plan or emergency response plan adopted by the City of Perris or County of Riverside.. No Impacts (Source: 1,3 & Project Proposal).
- 8h. *No Impact.*** The Project site is located in an area predominated by agricultural land uses and is not adjacent to wildlands. Land uses surrounding the site include commercial, residential and vacant land to the east, agricultural land to the north, a drainage channel and utility easement to the south, and the I-215 freeway to the west. Drainage channel improvements to the south of the site and anticipated development to the north and east would reduce the risk of wildland fires on the Project site. The Project site is not located within the area designated as a Wildfire

Hazard Area in the City of Perris General Plan, and is thus not considered to be within an area prone to wildland fires. (Source: 1 & 3).

9. <u>HYDROLOGY AND WATER QUALITY</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation onsite or offsite?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of pollutant runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

9a. ***Less Than Significant Impact with mitigation.*** Construction and grading activities on the Project site would temporarily disturb surface soils and remove vegetative cover, causing potentially significant direct short-term impacts on water quality. These impacts would be reduced to a level of ***less than significant with mitigation:***

**HYD-01** *Prior to issuance of a permit by the City (which includes the issuance of grading permits and building permits), the Project applicant shall file a Notice of Intent (NOI) with the Regional Water Quality Control Board to be covered under the State NPDES General Construction Permit for discharge of stormwater associated with construction activities*

**HYD-02** *Prior to the first issuance of a permit by the City (which includes the issuance of each grading permit and each building permit), the Project applicant shall submit to and receive approval from the City of Perris a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP shall include a surface water control plan and erosion control plan citing specific measures to control onsite and offsite erosion during the entire grading and construction period. In addition, the SWPPP shall emphasize structural and nonstructural BMPs to control sediment and nonvisible discharges from the site*

**HYD-03** *The Construction Contractors shall be responsible for performing and documenting the application of BMPs identified in the SWPPP. Weekly inspections shall be performed on sediment control measures called for in the SWPPP. Monthly reports shall be maintained by the Contractors and available for City inspection. In addition, the Contractors will also be required to maintain an inspection log and have the log onsite to be reviewed by the City of Perris and the representatives of the Regional Water Quality Control Board (RWQCB).*

**9b.** ***Less Than Significant Impact.** The proposed project does not involve the withdrawal of groundwater; therefore the proposed project would not result in the direct lowering of the local groundwater table. The proposed project would not interfere with groundwater recharge as the project site is not identified as a groundwater recharge area by the City. The proposed project would not deplete groundwater supplies or interfere with groundwater recharge. This impact would be less than significant and no mitigation is required (Sources: 1 & 3).*

**9c-d.** ***Less than Significant Impact with mitigation.** Implementation of the proposed Project would result in an increase in onsite runoff volumes and velocity. If the Project was constructed prior to completion of regional drainage improvements planned as part of the Homeland-Romoland Area Drainage Plan for Line A, impacts would be significant. Mitigation is presented to require completion of the regional drainage improvements described below prior to Project construction, reducing the impact to **less than significant with mitigation**. As such, impacts associated with this issue are considered to be **less than significant with mitigation**:*

***HYD-04** Prior to the issuance permit by the City, the Homeland-Romoland Area Drainage Plan Line A improvements shall be completed to the satisfaction of the Riverside County Flood Control and Water Conservation District. In the event that Line A is not constructed, the Project must satisfy all necessary requirements outlined by the Federal Emergency Management Agency (FEMA) in the National Flood Insurance Program and obtain a Conditional Letter of Map Revision (CLOMR) by demonstrating to the City of Perris floodplain manager that all regulatory floodplain requirements are met. (Source: WQMP).*

**9e.** ***Less Than Significant Impact.** Since no development is proposed and no impermeable surfaces are proposed the stock pile permit would NOT result in an*

increase in the amount of impervious surfaces in the form of buildings, parking lots, roadways and sidewalks that would degrade existing water quality due to increased runoff volumes and velocity; reduced infiltration; increased flow frequency, duration, and peak; and faster time to reach peak flow (Source: Project Plan).

9f. **Less than Significant Impact.** The proposed project would result in the conversion of permeable surfaces to impermeable surfaces, which would alter the current drainage pattern of the project site. The proposed project would not be required to comply with applicable regulations for the protection of water quality, including the development of a WQMP that would identify structural and non-structural BMPs to treat any pollutants generated on site. All impacts associated from run off from the stock pile are expected to be less than significant (Source: WQMP).

9g. **No Impact.** The Project does not propose residential uses. As such, the Initial Study determined that *no impacts*

9.h. **Less Than Significant Impact with Mitigation.** However, it may redirect flood flows. The proposed project is located within the 100-year Zone A floodplain limits as delineated on the Federal Flood Insurance Rate Maps, issued in conjunction with the National Flood Insurance Program. To address the redirection of flood flows, Riverside County Flood Control Department is concerned regarding the potential blockage of drainage from the north property. Prior to issuance of any permits for this project, the following shall be required, in which impacts will be reduced to less than significant:

**HYD-05** Prior to issuance of permit for this work, the applicant shall demonstrate to the City that the proposed work will not block drainage from the north property and it is in compliance with the flood plain/way ordinance and standards (Source: 1, 3 19 and Project Proposal).

9i. **No Impact.** The project includes stock piling excess material from the Perris Valley Storm Channel which no permanent structures are proposed that would expose people to dam failure at any of three reservoirs: Lake Perris Dam adjoining the northeasterly boundary of the City of Perris; Pigeon Pass Reservoir in Moreno Valley; and Little Lake Reservoir in Hemet. Also, since the project is indirectly associated with the Perris Valley Storm Channel widening which would reduce the risk of flood (Source: 1, 3 & Project Proposal).

9j. **Less than significant.** The Project site is located inland, away from the dangers of a tsunami. The surrounding topography is relatively flat, minimizing a risk of impacts resulting from mudflows. Lake Perris is the nearest body of water capable of producing a seiche, and it is located approximately 6.7 miles north of the Project site. Impacts resulting from seiche are considered to be **less than significant** (Source: 1 & 3).



<b>10. <u>LAND USE AND PLANNING</u></b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

**10a. *No Impact.*** The proposed stock piling permit will not divide an established residential community. The division of an established community typically refers to the construction of a physical feature (*such as highway or railroad tracts*) or removal of a means of access (*such as a local road or bridge*) that would impair mobility within an existing community, or between a community and outlying areas. The stock piling permit does not include any construction that would create a physical feature or remove any existing access. No impact (Source 1 & 3).

**10b.-c. *No Impact.*** The proposed stock piling permit will not impact any conservation plan or conflict with any applicable land use plan, policy or regulation of any agency. No impact (Source: 1 & 3).

<b>11. <u>MINERAL RESOURCES</u></b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant With Mitigation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**11a.- b. *No Impact.*** No sites within the City of Perris City limits have been designated as locally important mineral resource recovery sites in the Perris General Plan or County of Riverside General Plan (Source: 1 & 3).

12. <u>NOISE</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project result in:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Explanation of Checklist Answers**

- 12a. *Less Than Significant Impact.*** Established noise standards applicable to the proposed project site are mentioned in The Noise Element of City of Perris General Plan (2030) and Chapter 16.22 of the Perris Municipal Code. The movement of dirt and stock piling will generate short-term increase thru excavators, graders, loaders, backhoes, and scrapers which would increase existing noise levels. However, the Planning conditions of approval for construction equipment noise will reduce these impacts to less than significant levels (Source: 2).
- 12b. *Less Than Significant Impact.*** Construction activities could generate groundborne vibration and noise, but the levels would not extend more than approximately 100 feet from the source. Vibration would be intermittent and temporary, resulting in a *less than significant* impact. (Source 1 & 3).
- 12c. *No Impact.*** The proposed project could result in a permanent increase in ambient noise levels from an increase in traffic on local roads generated by the project. No impact (Source: Project Proposal).
- 12d. *Less Than Significant with Mitigation.*** Temporary stock piling activity will increase ambient noise above levels existing without the project. However, standard City requirements for noise attenuation will adequately address this potential impact. Such measures include:

**Noise 1:** During all excavation and grading activities associated with Project construction, the construction contractor(s) shall ensure that all construction equipment, fixed or mobile, is equipped with properly operating and maintained mufflers, consistent with manufacturers' standards. This requirement shall be noted on the specification sheet of all grading and construction plans

**Noise 2:** During all construction and grading associated with the Project, the construction contractor(s) shall ensure that all stationary construction equipment is placed in such a manner that emitted noise is directed away from offsite noise sensitive receptors (occupied residential homes located east and south of the site). This requirement shall be noted on the specification sheet of the Project's grading and construction plans.

**Noise 3:** During all excavation and grading activities associated with the Project, the construction contractor(s) shall locate equipment staging in areas a minimum of 800 feet from offsite noise sensitive receptors (occupied residential homes located east and south of the site). This requirement shall be noted on the specification sheet of the Project's grading and construction plans.

**Noise 4:** During all excavation and grading activities associated with the Project, the construction contractor(s) shall limit haul truck deliveries to the same hours specified for construction equipment. To the extent feasible, haul routes shall not pass noise-sensitive land uses, including occupied residential dwellings on Trumble Road adjacent to the site. The City of Perris shall approve the haul route prior to the issuance of a permit. (Source: 2).

- 12e.-f. ***Less Than Significant Impact.*** The distance between Perris Valley Airport and the Project site is great enough that noise generated by the airport would be overshadowed by ambient noise in the Project vicinity from traffic on I-215. Therefore, the Project would not be exposed to excessive levels of noise associated with the Perris Valley Airport and impacts relating to this issue would be ***less than significant.*** (Source: 1, 3 & 25).

13. <u>POPULATION AND HOUSING</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through the extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

**13a. No impact.** The proposed project does not involve the development of residential uses, or any permanent structures that would directly or indirectly increase the population in the City of Perris. (Source: Project Proposal).

**13b-c. No Impact.** The proposed project site is currently vacant with no structures. The proposed stock pile location would not result in the removal of existing housing; would not require the construction of replacement housing; and would not displace any existing residents. Since no relocation of existing residents or construction of replacement housing would result from implementing the proposed project, no impacts would occur (Source: 1, 3 & Project Proposal).

14. <u>PUBLIC SERVICES</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### **Explanation of Checklist Answers**

- 14a. No impact.** Fire protection services in the City of Perris are provided by the California Department of Forestry and Fire Protection (*CalFire*), under contract with and operating as the Riverside County Fire Department (RCFD) for fire and emergency services. The City has firefighters assigned to two fire stations: Fire Station 90 and Fire Station 1. Fire Station 90, located at 333 Placentia Avenue, is approximately seven miles south of the project site. It is anticipated to be the fire station with first response to the proposed project. Fire Station 1 is located approximately four miles south of the project site and is also anticipated to serve the proposed project. The proposed stock pile project would not involve new residential uses which would increase in the City's population and therefore increase the need for fire services. The development of the proposed project would not cause fire staffing, facilities, or equipment to operate at a deficient level of service. The proposed project would not require the construction of new or expanded fire protection facilities. Therefore, no significant impacts related to the construction of fire protection facilities would result with implementation of the project, and no mitigation is required. (Source: 1 & 3).
- 14b. No impact.** The Riverside County Sheriff Department (RCSD) provides municipal police services for the City of Perris (at 137 N. Perris Boulevard). The proposed stock pile project involves no construction of permanent structures that would increase the resident population in the City, and increase the demand for police protection services. (Source: 1 & 3).
- 14c. No impact.** The proposed stock pile project is located within the boundaries of the Romoland School District and the Perris High School District. The proposed project would not directly create a source of students, as the project does not involve the development of residential land uses. Therefore, no direct impact on school services and facilities would occur. No impact is anticipated (Source: 1 & 3).
- 14d. No impact.** The City's Community Services Department provides community services and recreational and leisure time opportunities and is responsible for the planning, development, and maintenance of the City's parks and recreational facilities. The proposed stock pile project does not propose new residential uses and would not result in a direct increase in the population within the City. The proposed project would not require the construction of new or expanded recreational facilities (Source: 1 & 3).
- 14e. No impact.** The City of Perris contracts with the Riverside County Public Library System and provides library services at Cesar E. Chavez Library (163 E. San Jacinto Boulevard). The stock pile project would not directly increase the demand for library or other public services as no new residential uses would be developed and there would be no increase in the population (Source: 1 & 3).

15. <u>RECREATION</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would/does the project:</b>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

**15a, 15b. No Impact.** Any proposed construction such as a building structure is required to pay into a CFD (Community Facilities District) thru the DIF (Development Impact Fee) program. Since no construction is proposed, the project is not subject to pay into this program. Also, the proposed temporary stock pile permit will not increase the need for neighborhood and regional parks with recreational facilities due that no new residential construction is proposed (Source: 1).

16. <u>TRANSPORTATION/TRAFFIC</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a change in air traffic patterns, including either an increase in traffic levels or change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. <u>TRANSPORTATION/TRAFFIC</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
e) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

**16a. No Impact.** The stock pile permit will not generate any permanent increase in traffic that would lower any level of service (LOS) (Source: 1, 3 and Project Proposal).

**16b- c. No Impact.** The proposed Project is not located within an Airport Influence Area. The maximum height of the stock pile would be 4 feet. Due to the relatively low profile associated with the proposed project and because the Project is not located within the Influence Area of any airport, the Project would not affect air traffic patterns. Therefore, the Project would result in **no impacts**. Impacts relating to hazardous design features would be **no impact** (Source: 1, 3 and Project Proposal).

**16d. No Impact.** Since no permanent physical construction or construction of non-preambles surfaces are proposed no impact related to emergency access would occur and no mitigation is required (Source: Project Proposal).

**16e. No Impact.** The proposed project would not involve the development of any permanent physical structure that would generate additional traffic. Also, the project will not be required to include non-vehicular modes of transportation—including pedestrian and bicycle paths, and mass transi. No impact (Source: 1 & 3).

17. <u>UTILITIES AND SERVICE SYSTEMS</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. UTILITIES AND SERVICE SYSTEMS	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers:**

- 17a. No Impact.** No new construction of permanent and temporary structures or infrastructure is proposed that would exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board (Source: Project Proposal).
- 17b. No Impact.** Any water and wastewater treatment service for the proposed project site would be provided by the EMWD for temporary irrigation drainage. The proposed project would not involve the installation of permanent on-site water and sewer lines to connect to utility infrastructure. The project does not include new construction that would require new water or waste water treatment facilities and expansion of existing facilities. No Impact (Source: Project Proposal).
- 17c. No Impact.** The amount and rate of storm water runoff from the current vacant project site is not proposed to be altered by the stock pile permit. Also, no new physical impervious construction is proposed that would require construction of a new storm water drainage facility or require expansions of existing facilities. No impact is anticipated (Source: Project Proposal)
- 17d.-e. No Impact.** In compliance with Sections 10910–10915 of the *California Water Code* (commonly referred to as “Senate Bill [SB] 610” according to the enacting legislation), a WSA (Water Supply Assessment) is required for certain projects, generally including those that will have a water demand equivalent to a project with 500 dwelling units or more. The proposed project does not meet these requirements and therefore does not require a project-specific WSA.
- 17f.-g. No Impact.** Federal, State, and local statutes and regulations regarding solid waste generation, transport, and disposal are intended to decrease solid waste generation through mandatory reductions in solid waste quantities. However, the project does not include construction of any permanent structure that will perpetually generate solid waste (Source: 4).



18. <u>MANDATORY FINDINGS OF SIGNIFICANCE</u>	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
<b>Does the project:</b>				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Explanation of Checklist Answers**

**18a.-b. *Potentially Significant Unless Mitigation Incorporated.*** All potentially significant adverse impacts identified in this assessment are readily and feasibly offset by mitigation measures, standard City practices, and/or conditions of approval that will reduce each impact to less than significant levels.

## REFERENCES

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14. *Towne Center Greenhouse Gas Emission Evaluation – Focused Air Quality and Greenhouse Gas Impact assessment* dated Dec 7, 2007.

15. Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map #06065C1440G, August 28, 2008.
  
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17. Southern California Association of Governments (SCAG). 2012a. Welcome to SCAG. Los Angeles, CA: SCAG. <http://www.scag.ca.gov/>.
  
18. Mount Palomar Ordinance (Riverside County Ordinance #655)
  
19. Leaking Underground Storage Tanks (LUST) List by the State of California. <http://geotracker.waterboards.ca.gov/>
  
20. California Environmental Protection Agency (CAL/EPA) website of Cortese List. <http://www.calepa.ca.gov/sitecleanup/corteselist/default.htm>
  
21. AICUZ Study 2005 for March Air Reserve Base, United States Air Force, March ARB, California

**LEASE AGREEMENT**

**By and Between**

**THE CITY OF PERRIS and**

**GROVE COMMUNITY CHURCH**

[227 North D Street, Perris, California 92570]

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease" herein) is executed this \_\_\_\_\_ day of August, 2015, by and between the CITY OF PERRIS, a municipal corporation ("Lessor"), and GROVE COMMUNITY CHURCH, a non-profit organization duly organized under the laws of the State of California ("Lessee").

### **RECITALS**

A. This Lease involves certain improved real property (the "Property") in the City of Perris, County of Riverside, California, commonly known as 227 North D Street, Perris.

B. The Property is comprised of one building consisting of offices, storage areas, restrooms, hallways and classrooms, as shown on the floor plan attached hereto as Exhibit "A" ("Floor Plan"). Lessee desires to lease a portion of the Property specifically known as (the "Premises"), which is generally shown on the Floor Plan as the "Courtroom." The Premises are approximately 900 square feet. Lessee acknowledges that Lessor leases the remaining rooms of the Property to other lessees.

C. This Lease is entered into for the purpose of allowing the Lessee to locate its Baby Clothes and Toy distribution programs on the Premises.

### **LEASE PROVISIONS**

In consideration of the covenants and agreements contained herein, and incorporating the foregoing recitals and all exhibits hereto, Lessor and Lessee hereby agree as follows:

#### **1.00 LEASE OF PREMISES.**

##### **1.01 Premises.**

Lessor hereby grants, demises and lets unto Lessee the Premises, and Lessee hereby leases the Premises from Lessor. Lessee agrees that it accepts the Premises "As-Is" and "Where-is" without any representations or warranties of any nature or kind whatsoever from Lessor.

##### **1.02 Term.**

The term of this Lease is for one (1) year ("Lease Term") commencing on August 10, 2015 ("Commencement Date"), and terminating on August 9, 2016 ("Termination Date"). Lessee may, at Lessee's sole and exclusive option, renew this Lease for one additional year. Lessee shall provide sixty (60) days written notice of its intent to exercise the option prior to the end of the Term. Any holding over by Lessee after the expiration of the Lease Term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease.

Notwithstanding the foregoing, either party may terminate this Lease with or without cause, upon sixty (60) days written notice to the other party.

**1.03 Quiet Possession.**

Lessor covenants and agrees with Lessee that Lessee may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease.

**1.04 Rent.**

During the Lease Term, Lessee shall pay to Lessor and Lessor shall accept from Lessee rent in the amount of One Dollar (\$1.00) per year ("Rent"). By execution of this Lease, Lessor hereby acknowledges receipt of the rent for the entire Lease Term.

**1.05 Payment.**

Rent shall be payable in advance in lawful currency of the United States on the Payment Date, which shall be on or before the first working day of the Lease Term beginning with the Commencement Date. By execution hereof, the Lessor acknowledges receipt of the Rent. Rent shall be paid at the address designated for notices or such other place as may be designated in writing by Lessor, without prior demand therefor, and without any deduction or offset whatsoever.

**1.06 Utilities, Assessments, Taxes.**

It is the intent of the parties that the Rent paid hereunder shall be absolutely net to the Lessor, and Lessee shall pay all costs, charges, assessments, taxes and obligations of every kind or nature against or relating to the Premises or the use, occupancy, operation, management, maintenance, ownership, or repair thereof which may arise or become due during the term. Without limiting the generality of the foregoing, Lessee shall pay all charges for utilities and services furnished to the Premises during the term, including but not limited to gas, electricity, heat, power, sewer, water, telephone, refuse collection, internet, all associated connection charges, and all similar utility bills taxed, levied, or charged upon the Premises. The Initial 12 month period will be charged and billed to Lessee at \$171 per month for utilities exclusive of phone and internet.

Lessee's initial hours of operation shall be [Monday, Thursday, Friday & Saturday 9:00am-2:00pm]. Lessee shall notify Lessor immediately with respect to any change in hours of operation. Lessor hereby notifies Lessee that Lessee may be required to pay property taxes with respect to the Premises.

**2.00 DEVELOPMENT OF THE PREMISES.**

**2.01 Construction of Improvements.**

Lessor is not obligated to, and shall not, provide any additional improvements to the Premises. Lessee shall not construct any improvements on the Premises without Lessor's written consent, in Lessor's sole and absolute discretion.

**2.02 Ownership of Improvements.**

During the term of this Lease, title to all improvements constructed or placed on the Premises by Lessee, including buildings, structures, and other tenant improvements are and shall be vested in Lessee, but shall automatically become the property of Lessor upon the expiration or sooner termination of this Lease. Lessee shall have the right to retain any furniture or equipment or any personal property of Lessee not affixed to the buildings constructed on the Premises, all of which property (whether classified as real or personal property) shall be the property of Lessee.

### **2.03 Mechanics' Liens.**

Lessee shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work or improvement, for any labor done, services performed, or materials, appliances, transportation, or power used or furnished, however it may arise, to stand against the Premises or any improvement thereon.

## **3.00 USE OF THE PREMISES.**

### **3.01 Uses.**

Lessee shall have the exclusive use of the Premises (the area labeled "Courtroom" as shown on the attached Exhibit A (Floor Plan)). Lessee shall also have non-exclusive use of the hallways and restrooms as shown on the Floor Plan, and the parking lot adjacent to the Property (collectively, "Common Areas"). The foregoing use shall be for Veterans Resource Center operations only and for no other purposes without Lessor's written consent, in Lessor's sole and absolute discretion. Lessee shall not have any right to reserve or otherwise designate parking spaces for the use of its agents, employees, members or patrons. Lessee shall coordinate use of the Common Areas with other tenants of the Property and Lessor. Lessee shall have no right to subdivide, separate, or partition the Premises or to expand or change the location of Premises. Breach of the provisions of the City's Municipal Code or any conditions imposed on a particular use pursuant thereto shall be a material breach of this Lease and shall be valid and sufficient grounds for Lessor's termination of this Lease.

The Premises shall be accessed on a sub-master key system. Lessee shall be issued a sub-master key to secure the Premises. Common Areas shall be accessible on a sub-master key. The Property is a public facility and is also used for the storage of city equipment.

### **3.02 Compliance with Law.**

Lessee agrees that all operations and activities by or under Lessee on the Premises shall be conducted in compliance with all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, which may be applicable to the Premises or to the use or manner of use of the Premises. Lessee shall indemnify and hold the Lessor harmless against all actions, claims and damages by reason of (i) Lessee's failure to perform the terms hereof; or (ii) Lessee's non-observance or non-performance of any statute, ordinance, order, law, rule, regulation and/or governmental requirement related to Lessee's use and occupancy of the Premises or the condition thereof.

### **3.03 Miscellaneous Restrictions.**

Lessee agrees in using the Premises:

(a) Not to commit any waste or suffer any waste to be committed upon the Premises.

(b) Not to perform any acts or carry on any practices that may injure adjoining buildings or property or be a nuisance or menace to other persons or businesses in the area or disturb the quiet enjoyment of any person, nor to conduct or permit to be conducted any public or private nuisance on the Premises.

(c) Not to engage in any activity on or about the Premises that violates any "Environmental Law" (as defined below), and to promptly, at Lessee's sole cost and expense, take all investigatory and/or remedial action required or ordered by any governmental agency or Environmental Law for clean-up and removal of any contamination involving any "Hazardous Material" (as defined below) created or caused by or under Lessee. The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environmental conditions on, under or about the Premises including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (ii) the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (iii) California Health and Safety Code Sections 25100 et seq.; (iv) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq.; (v) the Federal Water Pollution Control Act, 33 U.S.C. Sections 1317 et seq.; (vi) California Water Code Section 1300 et seq.; and (vii) California Civil Code Section 3479 et seq., as such laws are amended and the regulations and administrative codes applicable thereto. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste", "extremely hazardous waste", "restrictive hazardous waste" or "hazardous substance" or considered a waste, condition or pollution or nuisance under the Environmental Laws; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos; and/or (iv) substances known by the State of California to cause cancer and/or reproductive toxicity. It is the intent of the parties hereto to construe the terms "Hazardous Materials" and "Environmental Laws" in their broadest sense. Lessee shall provide all notices required pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq. Lessee shall provide prompt written notice to Agency of the existence of Hazardous Substances on the Site and all notices of violation of the Environmental Laws received by Lessee. Lessee's obligations pursuant to this Section shall be referred to in this Lease as "Environmental Compliance".

### **3.04 Maintenance of Property.**

(a) Duty of Lessee to Maintain.

Lessee covenants and agrees for itself, its successors and assigns, and every successor in interest to the Premises or any part thereof, that Lessee shall be responsible for the maintenance of all interior improvements in a neat, clean, and sanitary condition, free from any accumulation of debris or waste materials. Lessee shall place all rubbish in authorized containers. Lessee



shall also, together with other tenants of the Property, maintain the Common Areas in a neat, clean, and sanitary condition, free from any accumulation of debris or waste materials.

(b) Right of Lessor to Maintain and Repair.

If Lessee refuses, neglects, or fails to maintain and repair the Premises or Common Areas as required hereunder and to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may enter the Premises and Common Areas at all reasonable times during normal business hours and perform said maintenance or make such repairs or perform any other act required to be performed by Lessee hereunder, without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof. In the event Lessor makes any repair or maintenance which Lessee has failed to do, then, within ten (10) days following Lessor's written demand therefor, Lessee shall pay Lessor's costs in performing such maintenance and making such repairs plus an amount equal to twenty percent (20%) of such cost for Lessor's overhead. If Lessee fails to make such payment when due, the same shall accrue interest as provided in Section 6.03 and shall be a material breach of this Lease, subject to all rights and remedies herein.

(c) Duty of Lessor to Maintain.

Lessor covenants that Lessor shall be responsible for the maintenance of all exterior improvements on the Property. Lessor shall make all necessary replacements, repairs, and alterations to the Property, except Lessee shall be responsible for any damage arising out of Lessee's use of the Premises.

**3.05 Rights of Access.**

(a) Generally.

Lessor or the authorized representatives of Lessor may, without prior written or oral notice to Lessee, enter the Premises at all reasonable times during usual business hours for the purposes of inspecting the same. In addition, as provided in Section 3.04, Lessor or its representatives may enter the Premises to make such repairs or reconstruction required or permitted pursuant to this Lease or to perform any work therein that may be necessary by reason of Lessee's default under the terms of this Lease.

(b) Public Improvements.

Lessor, for itself and for the City of Perris and other public agencies, at their sole risk and expense, reserves the right to enter the Premises or any part thereof at all reasonable times during normal business hours with as little interference as possible for the purpose of construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Premises. Any damage or injury to the Premises or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

#### **4.00 INDEMNIFICATION AND INSURANCE.**

##### **4.01 Insurance.**

###### **(a) Casualty.**

If during the Lease Term, any improvement that may be constructed or placed on the Premises by Lessee or any trade fixtures shall be damaged or destroyed by fire or other insured casualty, Lessee shall, with all reasonable diligence, repair, reconstruct or replace such improvement. Any such repair, reconstruction or replacement shall be at the sole cost and expense of Lessee and, upon the completion thereof, shall be free and clear of all liens and encumbrances of any nature whatsoever, including mechanics' and material men's liens. If Lessee fails to commence such repair, reconstruction or replacement with all due speed and diligence, but in no event later than six (6) months following such casualty, Lessor shall have the right, without limitation, to collect all insurance proceeds subject to the rights of any leasehold mortgagee.

###### **(b) Fire and Extended Coverage Insurance.**

Throughout the Lease Term, Lessor shall, at its sole cost and expense, keep or cause to be kept insured for the mutual benefit of Lessor and Lessee all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included. The amount of the insurance shall be sufficient to prevent either Lessee or Lessor from becoming a coinsurer under the provisions of the policy, but in no event shall the amount be less than eighty percent (80%) of the then actual replacement cost, excluding costs of replacing excavations and foundations, but without deduction for depreciation.

###### **(c) Public Liability Insurance.**

(d) Beginning on the Effective Date hereof and throughout the Lease Term, Lessee shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of Lessor and Lessee comprehensive broad form general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Premises, improvements or adjoining areas or ways, or for property damage, in an amount not less than no less than \$1,000,00.00 per occurrence for all covered losses, including bodily injury, death and property damage, and no less than \$2,000,000.00 general aggregate. Defense costs must be paid in addition to limits.

###### **(e) Other Insurance.**

Lessee may procure and maintain any insurance not required by this Lease, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of Lessor and Lessee.

(f) Insurance Policy Form, Content and Insurer.

All insurance required to be provided by Lessee by the express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, and with a minimum policy holder rating of "A" or "A+" and of financial category Class XI status or better in the most recent edition of Best's Insurance Guide or similar rating system acceptable to Lessor. All such policies shall contain language, to the extent obtainable, to the effect that (i) any loss shall be payable notwithstanding any act of negligence of Lessor that might otherwise result in the forfeiture of the insurance, (ii) the insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives; (iii) the policies are primary and noncontributing with any insurance that may be carried by Lessor; and (iv) the policies cannot be cancelled or materially changed except after thirty (30) days notice in writing by the insurer to Lessor or Lessor's designated representative. The general liability policy shall name Lessor, its officers, employees and agents ("City Parties") as additional insureds. Lessee shall furnish Lessor with copies of all such policies promptly on receipt of them, or with certificates evidencing the insurance. Lessor shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Lease.

(g) Failure to Maintain Insurance and Proof of Compliance.

Lessee shall deliver to Lessor, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to Lessor of payment required for procurement and maintenance of each policy within the following time limits:

1. For insurance required at the commencement of this Lease, within thirty (30) days after commencement; and
2. For any renewal or replacement of a policy already in existence, at least ten (10) days before expiration or termination of the existing policy.

If Lessee fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish Lessor with required proof that the insurance, has been procured and is in force and paid for, Lessor shall have the right, at Lessor's election and on five (5) days notice to Lessee, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as added rent due from Lessee, with interest at the rate specified in Section 6.03, to be paid within ten (10) days after demand therefore by Lessor. Lessor shall give Lessee prompt notice of the payment of premiums, stating the amount paid and the names of the insurer or insurers.

(h) [The City Manager, by written consent, may waive or adjust the Lessee's insurance requirements herein following consultation with the City's Risk Manager.]

**4.02 Indemnification.**

(a) General.

Lessee shall indemnify Lessor, its officers, employees, and agents against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to

persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Lessee, its agents, employees, subcontractors, or invitees, hereunder, upon the Premises, whether or not there is current passive, or active negligence on the part of Lessor, its officers, agents, or employees and in connection therewith:

1. Lessee will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. Lessee will promptly pay any judgment rendered against Lessor, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with such work, operations, or activities of Lessee hereunder; and Lessee agrees to save and hold Lessor, its officers, agents, and employees harmless therefrom;

3. In the event Lessor, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of or in connection with the work operation or activities of Lessee hereunder, Lessee agrees to pay to Lessor, its officers, agents, or employees, any and all costs and expenses incurred by Lessor, its officers, agents, or employees in such action or proceeding, including but not limited to legal costs and attorneys' fees.

(b) Exceptions.

The foregoing indemnity shall not include the following claims or liabilities:

1. Those arising from the sole or gross negligence or willful misconduct of the Lessor, its officers, agents, or employees, who are directly responsible to Lessor.

2. Any arising from acts or omissions of the City, or those of its officers, agents or employees when acting in their governmental or public capacity or under color of such authority in fulfilling the duties of such offices, as distinct from their duties as Lessor hereunder, whether said acts or omissions occur on the Premises or within the public right of way or on public property.

(c) Additional Coverage.

Without limiting the generality of the foregoing, said indemnity shall include any liability arising by reason of:

1. Any claim made by any occupant, subtenant, assignee, employee, agent, visitor, invitee, or user of any portion of the Premises.

2. Any accident or other occurrence in or on the Premises or on any adjoining sidewalk causing injury to any person or property whatsoever;

3. Any failure of Lessee to comply with performance of all of the provisions of this Lease;

4. Lessee's failure to prevent any employee or any invitee or any other person from entering upon or remaining in any place upon the Premises which is not safe and does not comply with all laws pertaining thereto as they may now or hereafter exist.

(d) Loss and Damage.

All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee. In the event that any subsurface soils condition, including environmental or soil contamination or hazard, results in loss or damage to Lessee, Lessor may subrogate to Lessee any rights which it may have to recover such losses or damages against any third parties who may have legal liability, but only to the extent of the actual losses or damages of Lessee.

(e) Waiver of Subrogation.

Lessee agrees that Lessee shall not make any claim against, or seek to recover from Lessor or its agents, servants, or employees, for any loss or damage to Lessee, or to any person or property, including without limitation, the property of others under the control of Lessee, and Lessee shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against Lessor, its agents and employees. In furtherance of the foregoing, Lessee agrees that in the event of a sale of the Premises by Lessor, the hereinabove waiver of subrogation shall continue in favor of the original Lessor hereunder, and any subsequent Lessor, and their respective successors and assigns.

**5.00 REMOVAL OF PREMISES.**

**5.01 Destruction of Premises.**

Should any of the buildings on the Premises be totally or substantially destroyed by an uninsured peril, so that all or a substantial portion of the Premises are unfit for the conduct of Lessee's business, Lessee and Lessor each shall have the right, giving thirty (30) days' prior notice to Lessor, to terminate this Lease with respect to the portion of the Premises so affected, and all rent and other charges with respect to such portion of the Premises shall be adjusted to the date of such destruction. This Lease shall remain in full force and effect with respect to the unaffected portion of the Premises. If Lessee and/or Lessor elects not to terminate this Lease as to any portion of the Premises affected by such destruction, the Lessor shall, within six (6) months, commence and diligently prosecute to completion the restoration of the destroyed buildings or improvements to a condition which will continue to fulfill the conditions, covenants, and requirements contained herein and Lessee shall continue operations in accordance with the terms hereof. Should the Premises, any part thereof, or any improvement thereon be totally or partially destroyed by an insured peril, the Lessor shall promptly cause the restoration of the destroyed improvements to their original condition and shall continue operations in accordance with the terms hereof if Lessor elects not to terminate the Lease.

**6.00 ENFORCEMENT.**

**6.01 Default and Grounds For Termination Prior to Expiration of Term.**

Lessor shall be entitled to declare a default of this Lease and terminate the Lease prior to the expiration of the term where Lessee fails to:

- (a) Pay rent to Lessor, as rent is defined in Section 1.04;
- (b) Procure or maintain insurance pursuant to Section 4.01 hereof;
- (c) Discharge any mechanic's, materialman's, contractor's, subcontractor's or other lien as required by Section 2.03;
- (d) Reimburse Lessor for any other loss, fee or charge which is responsibility of Lessee pursuant to this Lease;
- (e) Pay charges for utilities and services as provided in Section 1.06;
- (f) Comply with all applicable governmental statutes, ordinances, rules, regulations, orders and prior covenants and restrictions of record; provided that failure to so comply shall not be a default so long as Lessee is exercising any legal rights to protest or appeal such statute, rule, regulation, order or covenant and restriction, or so long as no official enforcement action has been commenced by the appropriate agency; or
- (g) Perform any other material obligation of Lessee contained in this Lease.

Lessor shall also be entitled to declare a default of this Lease and terminate this Lease prior to the expiration of the Term where Lessee:

- (1) Makes an unauthorized transfer of this Lease without the consent of Lessor; or
- (2) Vacates or abandons the Premises.

**6.02 Procedure For Termination and Opportunity to Cure.**

Lessor may terminate the Lease by reason of the foregoing defaults where Lessor has given notice in writing to Lessee specifying the nature of the default and the corrective action required to be taken, and Lessee has not cured such default within thirty (30) days after receipt by Lessee of such notice, or, where the nature of the default is such that it cannot reasonably be cured within such thirty (30) days, then Lessee shall not be in default so long as Lessee commences the actions necessary for cure within such thirty (30) days and diligently prosecutes the same to completion.

Lessor may waive any default hereunder, but such waiver shall not be construed as a waiver of any other default. No acceptance of rent by Lessor or delay in enforcing any obligation shall be construed as a waiver of any default by Lessee. Except as required to protect against further damages, the injured party may not institute legal proceedings against the party in default until after giving the notice required in this Section.

**6.03 Interest.**

Lessee acknowledges that late payment by Lessee of rent or any sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Any rent or sums due hereunder paid after the due date shall accrue interest commencing ten (10) days following the due date at the rate of one percent (1%) per month or the legal rate, whichever is more, compounded monthly. The parties agree that the foregoing amounts represent a reasonable interest rate, and a fair and reasonable estimate of the cost that Lessor will incur by reason of such late payment. Acceptance of any late payment charge shall not constitute a waiver of any default nor prevent Lessor from exercising any other rights or remedies granted hereunder.

**6.04 Surrender of Premises.**

(a) General.

In the event of any termination of the Lease, whether by lapse of time, cancellation, forfeiture, default, or otherwise, Lessee shall immediately surrender and deliver the Premises to Lessor, and all rights and claims of Lessee in and to use and enjoyment of such Premises shall cease. Such termination shall not release the Lessee from any liability which accrued under this Lease to Lessor prior to such termination.

(b) Condition of Premises.

Except as otherwise provided in Section 5.01, upon said termination, Lessee shall surrender the Premises neat and clean, in good and tenantable condition, reasonable wear and tear excepted. Lessee shall do all work and make all repairs necessary to place the Premises in said condition at Lessee's sole expense, and should Lessee fail to do such work and make such repairs after receipt of Lessor's demand to do so, Lessor may perform such work, and Lessee shall reimburse Lessor for the expense thereof within ten (10) days after being invoiced therefor by Lessor.

(c) Removal of Property.

Upon termination, and provided Lessee is not in default hereunder, Lessee shall have the right to remove from the Premises all furniture, furnishings, fixtures, and equipment placed in the Premises, provided that Lessee shall make all repairs to the Premises required because of such removal. If any of such property shall remain in the Premises after the end of the term hereof, such property shall be and become, at the option of Lessor, the property of Lessor without any claim therein of Lessee; provided that Lessor may direct Lessee to remove such property and if Lessee fails to remove such when directed to do so by Lessor, then Lessor may remove such property and Lessee shall reimburse Lessor for the expense thereof within ten (10) days after being invoiced therefor by Lessor.

(d) Quitclaim Deed.

Upon termination, Lessee shall execute a quitclaim deed quitclaiming all of its right, title, and interest in and to the Premises to Lessor.

(e) Holding Over.

This Lease shall terminate and become null and void without further notice upon expiration of the term herein specified, and any holding over by Lessee after such expiration shall not constitute a renewal hereof or give Lessee any rights under this Lease. If Lessee fails to surrender the Premises, Lessee shall indemnify and hold Lessor harmless from all loss or liability, including any claims made by any succeeding tenant.

**6.05 Legal Actions.**

(a) Institution of Legal Actions.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Legal actions must be instituted and maintained in the Superior Court of the County of Riverside, State of California.

(b) Applicable Law and Forum.

The laws of the State of California shall govern the interpretation and enforcement of this Lease.

**6.06 Rights and Remedies are Cumulative.**

Except as otherwise expressly stated in this Lease, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its 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.



**6.07 Waiver.**

Except as otherwise provided in this Lease, waiver by either party of the performance of any covenant, condition, or promise, shall not invalidate this Lease, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

**6.08 Attorney's Fees.**

If either party to this Lease is required to initiate or defend any action or proceeding in any way connected with this Lease, 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 receive reasonable attorney's fees from the other party. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**7.00 GENERAL PROVISIONS.**

**7.01 Time of Essence.**

Time is of the essence of each and every covenant, term, condition, and provision of this Lease.

**7.02 Nonliability of City Officials and Employees; Conflicts of Interest; Commissions.**

(a) Personal Liability.

No member, official, employee, agent or contractor of Lessor shall be personally liable to Lessee in the event of any default or breach by Lessor or for any amount which may become due to Lessee or on any obligations under the terms of the Lease; provided, it is understood that nothing in this Section 7.02 is intended to limit Lessor's liability.

(b) Financial Interest.

No member, official, employee or agent of Lessor shall have any financial interest, direct or indirect, in this Lease, nor participate in any decision relating to this Lease which is prohibited by law.

(c) **Commissions.**

Neither the Lessor nor the Lessee has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Lease. Neither party shall be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this Lease, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

**7.03 Assignment.**

Lessee shall not assign or transfer this Lease or any of Lessee's rights hereunder, or any interest in the Premises or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of Lessor, and if so purported to be transferred, the same shall be null and void.

**7.04 No Partnership.**

Notwithstanding any other express or implied provision of this Lease, Lessor shall not in any way or for any purpose become or be deemed to be a partner of Lessee in its business or otherwise or a joint venturer, or a member of any joint enterprise with Lessee.

**7.05 Severability.**

If any covenant, term, condition, or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall be valid and enforceable to the fullest extent permitted by law unless that covenant, term, condition, or provision declared to be invalid is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the remainder of this Lease meaningless.

**7.06 Interpretation.**

The terms of this Lease 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 Lease or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease. As used in this Lease and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and each gender shall include all genders. Lessor and Lessee, as, used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a corporation, co-partnership, individual, or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity, and all successors and assigns. All covenants herein contained on the part of Lessee shall be joint and several.

**7.07 Integration Clause.**

It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between the parties hereto or displayed by

Lessor to Lessee with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. This Lease includes all exhibits attached hereto, which by this reference are incorporated herein, and also includes any other documents incorporated herein by reference as though fully set forth herein. Said documents shall be interpreted insofar as possible to prevent any inconsistency and to effectuate the terms thereof, without one prevailing over the other.

**7.08 Notices, Demands and Communications Between the Parties.**

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Lessee:           Grove Community Church  
                                  227 North D Street  
                                  Perris, California 92570  
                                  Attn: Noland Turnage

If to Lessor:            CITY OF PERRIS  
                                  101 North "D" Street  
                                  Perris, California 92570  
                                  Attention: City Manager  
                                  Tel: (951) 943-6100  
                                  Fax: (951) 943-4246

A copy to:              ALESHIRE & WYNDER, LLP  
                                  3880 Lemon Street, Suite 520  
                                  Riverside, California 92501  
                                  Attention: Eric L. Dunn, City Attorney  
                                  Tel: (951) 241-7338  
                                  Fax: (951) 300-0985

**7.09 Amendments; Replacement of Original Lease.**

This Lease replaces the Original Lease in its entirety and the Original Lease has no further force or effect. Any amendment of, or supplement to, this Lease must be in writing and signed by Lessor and Lessee or their respective successors.

**7.10 No Warranties.**

Lessor makes no warranty, representation, contract, agreement, or statement concerning the use, occupancy, or suitability of the Premises for the use of the Premises as set forth in this

Lease, or with respect to the condition of title with respect thereto, or the means, mode, or manner or construction of any buildings or improvements, or the adequacy or fitness thereof for any use or occupancy, or the accuracy or validity of any statement, representation, warranty, agreement, or document by any other person, party, or entity, unless expressly set forth herein as an agreement of Lessor.

**7.11 Execution.**

(a) This Lease may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

(b) Lessor represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Lessor, Lessor has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers; and (iii) the entering into this Lease by Lessor does not violate any provision of any other agreement to which Lessor is a party.

(c) Lessee represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Lessee, Lessee has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers; and (iii) the entering into this Lease by Lessee does not violate any provision of any other agreement to which Lessee is a party.

[End – Signatures on Next Page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date first written above.

**“LESSOR”**

CITY OF PERRIS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Belmudez, City Manger

ATTEST:

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

**“LESSEE”**

Grove Community Church  
227 North D Street  
Perris, California 925702

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

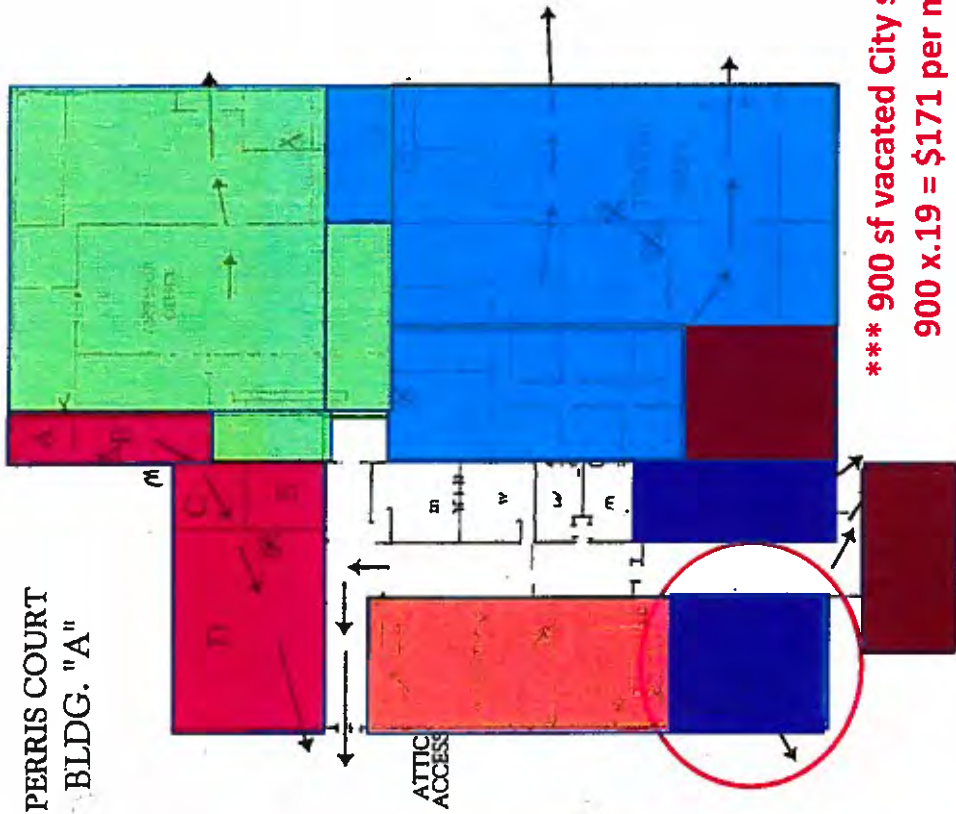
**Exhibit "A"**

**LEASE AGREEMENT**

**FLOOR PLAN**

**[ATTACHED]**

PERRIS COURT  
BLDG. "A"



\*\*\* 900 sf vacated City space  
900 x .19 = \$171 per mo.