

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

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

**Tuesday, December 12, 2023
6:30 P.M.
City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Corona, Rabb, Rogers, Nava, Vargas

A. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(4) - 2 cases

B. Conference with Real Property Negotiators – Government Code
Section 54956.8

Property: APN(s): 310-021-001, 310-021-002, 310-
021-003, 310-021-004, 310-021-005, 310-
021-006, 310-021-007, 310-021-008

City Negotiator: Clara Miramontes, City Manager

Negotiating Parties: Tina Moniaros

Under Negotiation: Price and terms of payment

C. Conference with Legal Counsel – Existing Litigation – Government
Code Section 54956.9(d)(1); 4 cases:

1. City of Menifee v. City of Perris CVRI2203040

2. Panattoni Development Company, Inc. v. City of Perris
CVRI2203028

3. City of Perris v. City of Menifee, et al CVRI2303456

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

2. **ROLL CALL:**

Corona, Rabb, Rogers, Nava, Vargas

3. **INVOCATION:**

Pastor Dan Bell
Temple Baptist Church
745 N. Perris Blvd. Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Corona will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Recognition of the Perris Puma's Soccer Team Championship.

B. Presentation to Spencer Cambell in recognition of his Retirement from the City of Perris.

7. **YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

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

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

9. **APPROVAL OF MINUTES:**

A. Consideration to approve the minutes of the Regular Joint Meeting held on November 28, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

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

- A. Consideration to adopt the Second Reading of Proposed Ordinance Number 1439 approving Specific Plan Amendment (SPA) 21-05267, - to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue in the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Nicole Torstvet, Patterson Limited Partnership).

The Second Reading of Proposed Ordinance Number 1439 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05267 TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

- B. Consideration to approve a contract services agreement with LOR Geotechnical Group, Inc. for Geotechnical, Compaction Testing, and Material Testing Services for the Copper Creek Park Renovation Project (CIP P057).
- C. Consideration to approve the plans and specifications, award a Public Works Construction Contract to L.C. Paving & Sealing, Inc, and reject all other bids, for the Perris Valley Storm Drain Channel Trail Phase 2, Segment 1 (CIP P040).
- D. Consideration to approve the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2023.
- E. Consideration to award a contract with Pineda General Construction, Inc for painting of the exterior of Fire Station 101 located at 105 South “F” Street.
- F. Consideration to adopt Proposed Resolution Number (next in order) of the Successor Agency to the Redevelopment Agency of the City of Perris, adopting the FY 2024-25 Recognized Obligation Payment Schedule (ROPS).

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

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 24-25

11. PUBLIC HEARINGS: NO PUBLIC HEARINGS

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

12. BUSINESS ITEMS: (not requiring a "Public Hearing"):

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

- A. Consideration to adopt Proposed Resolution Number (next in order) certifying the Election Results for the November 7, 2023 Special Municipal Election.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN SAID CITY ON NOVEMBER 7, 2023, DECLARING THE RESULTS THEREOF AS TO A CITY MEASURE SUBMITTED AT SUCH ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

Introduced by: City Clerk Nancy Salazar

PUBLIC COMMENT

13. COUNCIL COMMUNICATIONS: (Committee Reports, Agenda Items, Meeting Requests and Review etc.)

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

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at: <https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909>. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request, or to obtain an electronic or printed copy of the policy.

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:

City's Website:

<https://www.cityofperris.org/government/city-council/council-meetings>

YouTube:

<https://www.youtube.com/channel/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

<https://www.facebook.com/CityOfPerris>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



9.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 12, 2023

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on November 28, 2023.

CONTACT: Nancy Salazar, City Clerk *for dr*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager *UB*
Deputy City Manager _____

Attachments: 1. Minutes-November 28, 2023-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-November 28, 2023 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: November 28, 2023

06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Vargas called the Regular City Council meeting to order at 6:33 p.m.

2. ROLL CALL: _____

Present: Rogers, Corona, Rabb, Vargas

Absent: Nava

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, City Engineer Pourkazemi, Police Captain Sims, Battalion Chief Scoville, Director of Finance Schenk, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION: _____

Pastor Robert Mejia

Living Word Perris

190 E 5th St. Perris, CA 92570

4. PLEDGE OF ALLEGIANCE: _____

Councilmember Rogers led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS: _____

A. Presentation by Western Riverside Council of Governments regarding the Clean Cities Coalition.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee Vice-President Yaneli Torres.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION: _____

**The Mayor called for Public Comment. The following people spoke at Public Comment:
Alma Campana**

Kevin Pearson

Julia Burch

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on November 14, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the minutes of the Regular Joint Meeting held on November 14, 2023 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

10. CONSENT CALENDAR:

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

- A. Adopted the Second Reading of Ordinance Number 1436- approving Specific Plan Amendment (SPA) 21-05249 to rezone 14.68 acres from Commercial (C) Zone to Multi-Family Residential (MFR) Zone and to create Multi-Family Residential standards for Planning Area (PA) 22 within the May Ranch Specific Plan to facilitate the construction of a 300-unit multi-family residential development located at the southwest corner of Rider Street and Evans Road (Applicant Katie Rounds, The Kaidence Group)

The Second Reading of Ordinance Number 1436 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05249 TO AMEND THE MAY RANCH SPECIFIC PLAN PLANNING AREA TO REZONE 14.68 ACRES OF COMMERCIAL (C) ZONED LAND TO MULTI-FAMILY RESIDENTIAL (MFR) ZONE AND CREATE DEVELOPMENT STANDARDS FOR PLANNING AREA 22 TO FACILITATE THE CONSTRUCTION OF A 300-UNIT MULTI-FAMILY APARTMENT COMMUNITY LOCATED AT THE SOUTHWEST CORNER OF RIDER STREET AND EVANS ROAD, BASED UPON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

- B. Adopted the Second Reading of Ordinance Number 1438 amending Chapter 3.40 (Marijuana Tax) to Title 3 (Revenue and Finance) of the Perris Municipal Code.

The Second Reading of Ordinance Number 1438 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 3.40 (MARIJUANA TAX) OF TITLE 3 (REVENUE AND FINANCE) OF THE PERRIS MUNICIPAL CODE

- C. Adopted Resolution Numbers 6286, 6287 and 6288 regarding annexation of DPR 22-00020 to Maintenance District No. 84-1 (Lighting). DPR 22-00020 is located on the south side of Markham Street between Webster and Patterson Avenues. (APN(s) 314-170-009 and 314-170-010); (Owner: SCG/DP Markham Assemblage)

Resolution Number 6286 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 22-00020 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6287 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 22-00020 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6288 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00020 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

- D. Adopted Resolution Numbers 6289, 6290 and 6291 regarding annexation of DPR 22-00020 to Landscape Maintenance District No.1 (LMD 1). DPR 22-00020 is located on the south side of Markham Street between Webster and Patterson Avenues. (APN(s) 314-170-009 and 314-170-010); (Owner: SCG/DP Markham Assemblage)

Resolution Number 6289 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 178 DPR 22-00020 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6290 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 178, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6291 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 178, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 178, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 178, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

- E. Adopted Resolution Number 6292 regarding annexation of DPR 22-00020 to Flood Control Maintenance District No.1 (FCMD 1). DPR 22-00020 is located on the south side of Markham Street between Webster and Patterson Avenues. (APN(s) 314-170-009 and 314-170-010); (Owner: SCG/DP Markham Assemblage)

Resolution Number 6292 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 22-00020 TO BENEFIT ZONE 143, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 30, 2024

- F. Approved a request by KPRS Construction Services, Inc for a local street closure for roadway improvements on Nuevo Road, from A Street to 800 feet west of Delines Drive.
- G. Approved the First Amendment to Subdivision Improvement Agreement for Final Tract Map No. 37722 located within the Green Valley Specific Plan.
- H. Approved the Termination of the Contract Services Agreement for City Engineering Services and the related Supplemental Agreement for Engineering Fee Bank Account with Interwest Consulting, LLC.
- I. Approved an agreement with Storm Guard Construction to remove and replace a roof section at 227 N. D Street, Perris, CA 92570.
- J. Awarded a contract to C.S. Legacy Construction, Inc. for construction services of the Paragon Skate Park Project located at 264 Spectacular Bid, Perris, CA 92571.

The Mayor called for a motion.

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

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6293, 6294 and 6295 regarding annexation of DPR 22-00003 to the City's Maintenance Districts. DPR 22-00003 is located on Nance Street between Patterson Avenue and Wade Avenue. (APN (s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059) (Owner: RG Patterson, LLC)

Resolution Number 6293 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 22-00003 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Resolution Number 6294 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 22-00003 TO BENEFIT ZONE 176, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Resolution Number 6295 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 22-00003 TO BENEFIT ZONE 141, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:53 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:53 p.m.

The Mayor asked the City Clerk to open the Ballots.

City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Numbers 6293, 6294 and 6295, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- B. Adopted Resolution Numbers 6296 and 6297 regarding annexation of DPR 22-00003 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 58. DPR 22-00003-Industrial Building, is located on Nance Street between Patterson Avenue and Wade Avenue. (APN (s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059).(Owner: RG Patterson, LLC).

Resolution Number 6296 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 58 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 58

Resolution Number 6297 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 58 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 58 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:57 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:57 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Adopt Resolution Number 6296, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Number 6297, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- C. Adopted Resolution Numbers 6298 and 6299 regarding annexation of DPR 22-00003 to CFD 2018-02 (Public Services District)-Annexation No. 20. DPR 22-00003-Industrial Building, is located on Nance Street between Patterson Avenue and Wade Avenue. (APN (s): 314-110-008, 314-110-009, 314-110-010, 314-110-016, 314-110-017, 314-110-018, 314-110-020, 314-110-021, 314-110-022, 314-110-023, 314-110-043, 314-110-044, 314-110-045, 314-110-046, 314-110-052, 314-110-053, 314-110-058, and 314-110-059). (Owner: RG Patterson, LLC)

Resolution Number 6298 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 20 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 20

Resolution Number 6299 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 20 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 20 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:00 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:00 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Adopt Resolution Number 6298, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

**The Mayor asked the City Clerk to open the Ballot.
City Clerk Salazar opened the Ballot and reported that it was marked YES.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Number 6299, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- D. Adopted Resolution Numbers 6300 and 6301 regarding annexation of Tract 33338 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 59. Tract 33338 is located at the northwest corner of Nuevo Road and Evans Road. (APN (s): 320-570-001 thru 320-570-008, 320-571-001 thru 320-571-037, 320-572-001 thru 320-572-030) (Owner: BRPLD)

Resolution Number 6300 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 59 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 59

Resolution Number 6301 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 59 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 59 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Diaz, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:03 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:03 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Number 6300, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

**The Mayor asked the City Clerk to open the Ballot.
City Clerk Salazar opened the Ballot and reported that it was marked YES.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Number 6301, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- E. Adopted Resolution Number 6302 approving a Substantial Amendment to the 2019-2024 Annual Action Plan to reallocate \$1,164,374.40 of unspent funds from FY 2023-2024 Annual Action Plan to create and fund a new, eligible non-public service project.

Resolution Number 6302 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING A SUBSTANTIAL AMENDMENT TO THE 201-2024 FIVE-YEAR CONSOLIDATED PLAN AND THE FY 2023-2024 ANNUAL ACTION PLAN TO REALLOCATE FUNDS FROM THE FY 2023-2024 ANNUAL ACTION PLAN TO CREATE AND FUND A NEW AND ELIGIBLE NON-PUBLIC SERVICE PROJECT, SPECIFICALLY THE 2023 ACQUISITION REHABILITATION PROJECT

Councilmember Rabb left the City Council Chambers at 7:05 p.m.

Councilmember Rogers left the City Council Chambers at 7:05 p.m.

The Mayor called a recess, due to lack of a quorum, at 7:05 p.m.

Mayor Vargas reconvened the City Council meeting at 7:07 p.m. with all City Council members present, Nava absent.

Principal Management Analyst Dr. Sara Cortes de Pavon gave the presentation on this item.

**The Mayor opened the Public Hearing at 7:11 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 7:12 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Adopt Resolution Number 6302, as presented.

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

NOES:

ABSENT: Marisela Nava

ABSTAIN:

- F. Adopted Resolution Numbers 6303 and 6304 and adopted the First Reading of Ordinance Number 1439 regarding Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 - A proposal to consider the following entitlements to facilitate the

construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. (Applicant: Nicole Torstvet, Patterson Limited Partnership). -This item was continued from the August 29, 2023, September 12, 2023, September 26, 2023, and October 10, 2023 City Council Meetings.

Resolution Number 6303 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2022010274) RELATING TO SPECIFIC PLAN AMENDMENT 21-05267, TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Resolution Number 6304 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

The First Reading of Ordinance Number 1439 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05267 TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Contract Planner Matthew Evans gave the presentation on this item.

Nicole Torstvet, representative for the applicant, gave a presentation.

The Mayor opened the Public Hearing at 7:21 p.m. The following people spoke at Public Comment.

Godfrey Wachira

Louie Lopez

Robert Ramos

John Sisley

Jonathan Dailey

**The following Councilmember's spoke:
Corona**

Rogers

Vargas

Corona

The Mayor closed the Public Hearing at 7:37 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Adopt Resolution Numbers 6303 and 6304 and the First Reading of Ordinance Number 1439, as presented.

AYES: Rita Rogers, David Starr Rabb, Michael Vargas

NOES: Malcolm Corona

ABSENT: Marisela Nava

ABSTAIN:

12. BUSINESS ITEMS:

There were no Business Items.

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rogers

Rabb

Corona

Vargas

The Mayor and City Council presented Police Chief Matthew Sims with a plaque in recognition of his service to the City of Perris.

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:00 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** December 12, 2023
- SUBJECT:** Second Reading of Ordinance No. 1439 approving Specific Plan Amendment (SPA) 21-05267 to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan to facilitate the construction of a 764,753 square-foot industrial building on 35.63 acres, located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue, in the General Industrial and Light Industrial Zones of the Perris Valley Commerce Center Specific Plan (PVCCSP). Applicant: Nicole Torsvet, Patterson Limited Partnership.
- REQUESTED ACTION:** Second Reading and Adoption of Ordinance No. 1439 approving Specific Plan Amendment 21-05267, subject to the information contained in the staff report and based on the findings made in support thereof.
- CONTACT:** Kenneth Phung, Director of Development Services
-

BACKGROUND:

On November 28, 2023, the City Council voted 3-1 (1 absent) to introduce the first reading of Ordinance No. 1439 to approve Specific Plan Amendment (SPA) 21-05267 amending the Perris Valley Commerce Center (PVCCSP) Circulation map in order to vacate the California Avenue and Nance Street, two planned and unimproved streets for the purpose of facilitating the construction of a 764,753 square-foot industrial building on 35.63 acres, located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue in the General Industrial and Light Industrial Zones of the PVCCSP.

Concurrently, Resolution Numbers 6303 and 6304 were adopted certifying the Environmental Impact Report (SCH 2022010274) and approving the related Tentative Parcel Map 21-05086 (TPM-38259) and Development Plan Review (DPR) 21-00005 to allow for the development of the warehouse building.

RECOMMENDATION:

Staff is recommending adoption of Ordinance No. 1439 approving Specific Plan Amendment (SPA) 21-05267 to remove unimproved segments of California Avenue and Nance Street from the PVCCSP Circulation Plan for the purpose of facilitating the construction of a 764,753 square-foot

industrial building. Upon adoption of the Ordinance, the SPA will become effective on January 12, 2024.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager NB
Deputy City Manager _____

Attachments:

1. Ordinance No. 1439 adopting Specific Plan Amendment 21-02567
Due to the size of the files for the Specific Plan Amendment, only the Circulation Figure documenting the existing and proposed segments of California Avenue and Nance Street is attached as a hard copy. The remaining Specific Plan figures are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
2. Final Conditions of Approval (Planning Conditions, Engineering, Public Works, Building & Safety, and Community Services)
3. Project Plans (Site Plan and Building Elevations) – Informational Purpose
4. City Council Agenda Submittal Without Exhibits - Dated November 28, 2023

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

ATTACHMENT 1

Ordinance Number (next in order) Adopting
Specific Plan Amendment 21-05267

ORDINANCE NUMBER 1439

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05267 TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.

WHEREAS, The project applicant, Nicole Torstvet of Patterson Limited Partnership proposes to amend the Circulation Plan of the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to vacate two existing unimproved streets, Nance Street and California Avenue, to facilitate the construction and operation of a 764,753 square foot warehouse distribution facility on 35.63 acres located south of Harley Knox Boulevard between Patterson and Nevada Avenues (the “Project”);

WHEREAS, the applicant submitted Specific Plan Amendment (“SPA”) 21-05267 for consideration of the Project;

WHEREAS, the proposed Project is consistent with the goals, policies, and implementation measures outlined in the General Plan and PVCCSP; and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Environmental Impact Report (“EIR”) (State Clearinghouse No. 2022010274) was prepared for the Project was made available for public review and comments for a forty-five (45) day period in accordance with CEQA from November 4, 2022, to December 19, 2022; and

WHEREAS, by Resolution Number 6303, the City Council certified the EIR for the Project; and

WHEREAS, on May 17, 2023, the Planning Commission conducted a duly noticed public hearing on the Project and, at the meeting, recommended approval of the Project after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

WHEREAS, on August 29, 2023, this Project was continued to the September 12, 2023 City Council meeting as request by the applicant; and,

WHEREAS, on September 12, 2023, this Project was continued to the September 26, 2023 City Council meeting as requested by the applicant; and

WHEREAS, on September 26, 2023, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to

be heard to present evidence, and was ultimately continued by a 5-0 City Council vote to the October 10, 2023, City Council meeting; and

WHEREAS, on October 10, 2023, this Project was continued to the December 12, 2023, City Council meeting as requested by the applicant; and

WHEREAS, on November 28, 2023, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard to present evidence; and

WHEREAS, before taking action, the City Council has heard, been presented with, and reviewed all of the information and data which constitutes the administrative record for the approvals as mentioned earlier, including all oral and written evidence presented to the City during all project meetings and hearings; and

WHEREAS, all other legal prerequisites to adopting this Ordinance have occurred.

NOW, THEREFORE, the City Council of the City of Perris hereby ordains as follows:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. City Council Resolution No. (*next in order*) found that all the requirements of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines, and the City’s Local CEQA Guidelines have been satisfied in the EIR, which is sufficiently detailed so that all the significant environmental effects of the Project have been adequately evaluated. Further, City Council Resolution (*next in order*) certified the EIR and adopted the Mitigation Monitoring and Reporting Program. Therefore, City Council Resolution no. (*next in order*) findings related to certification of the EIR, and adoption of the related Mitigation Monitoring and Reporting Program for the Project are incorporated herein by this reference as if set forth in full.

Section 3. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and information (including all attachments and exhibits) presented at its public hearing on October 10, 2023, the City Council finds the following concerning Specific Plan Amendment 21-05267:

Specific Plan Amendment 21-05267

- A. *The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed amendment to the Circulation Plan of the Perris Valley Commerce Center Specific Plan (“PVCCSP”) is consistent with the General Plan in that the General Plan Land Use will remain consistent with the PVCCSP. It is located within the General Plan area designated as

Planning Area 1. (North Commercial/Industrial) of the General Plan, which allows industrial and commercial opportunities due to the area's proximity to the I-215 freeway and the proximity to March Global Port. As proposed, the Project will be consistent with General Plan and will further the following General Plan Circulation Element goals:

Goal II (Circulation Element): A well-planned, designed, constructed, and maintained street and highway system that facilitates the movement of vehicles and provides safe and convenient access to surrounding developments.

Goal V (Circulation Element): Efficient goods movement.

Policy V.A (Circulation Element): Require Street abutting properties in the General Industrial (GI) and Light Industrial (LI) Zone to conform to standard specifications for industrial collector streets to accommodate the movement of heavy trucks. Provide adequate off-street loading area for all manufacturing land uses.

B. The Specific Plan Amendment provides adequate text and diagrams to address the following issues in detail adequately:

1. The distribution, location, and extent of the land use of land, including open space, within the area covered by the Plan.

The proposed SPA 21-05267 will not change the land use designations of the Project site, consisting of GI – General Industrial and LI – Light Industrial. The GI and LI land use designations are intended for manufacturing and light industrial uses. The proposed industrial warehouse distribution building is consistent with the intent of the underlying designations. SPA 21-05267 is limited to vacating Nance Street and California Avenue, paper/unimproved streets, and will have no impacts on the surrounding uses. The project will function properly with respect to land use, circulation, drainage, and water and sewer issues.

2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land use described in the Plan.

Eastern Municipal Water District (EMWD) prepared a Water Supply Assessment for this project. It determined that it will be able to provide adequate water supplies to meet the potable water demand for this project. All improvements for sewage, water, drainage, solid waste disposal, energy, and other essential facilities will be subject to approval by the City and EMWD.

SPA 21-05267 contains an Infrastructure Plan for major public and private transportation components, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan identifies necessary improvements for development.

3. *Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.*

There are no natural resources on the property or designated conservation areas. The Project will comply with all applicable mitigation measures required by the Final EIR. The Project has been designed to comply with Chapter 19.69 – Parking and Loading Standards of the Zoning Code. The Specific Plan contains standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources. An Environmental Impact Report with a Mitigation, Monitoring, and Reporting Program (MMRP) was prepared for the Project and adequately provided for the conservation, development, and utilization of natural resources, as applicable.

Additionally, the Project has been designed to comply with the following Chapters of the PVCCSP:

- Chapter 4 – On-Site Design Standards and Guidelines
- Chapter 5 – Off Site Design Standards and Guidelines
- Chapter 6 – Landscape Standards and Guidelines
- Chapter 8 – Industrial Design Standards and Guidelines

4. *A program of implementation measures, including regulation, programs, public works projects, and financing measures necessary to carry out the provisions in paragraphs 1, 2, and 3 above.*

SPA 21-05267 proposes to amend the Circulation Plan of the PVCCSP to remove two existing paper streets to facilitate the proposed industrial warehouse project and commercial center. It will not impact existing land uses, including open space within the PVCCSP. The following maps have been revised to reflect the removal of the street and land use change from the PVCCSP:

- Figure 3.0-1 Circulation Plan Map
- Figure 3.0-4 Mass Transit Routes
- Figure 3.0-5 Trails System Map
- Figure 3.0-7 Existing EMWD Water Map
- Figure 3.0-8 Existing EMWD Sewer Map
- Figure 3.0-9 Existing EMWD Recycled Water Map
- Figure 3.0-12 Existing Natural Gas Map
- Figure 3.0-13 Existing Electrical Map
- Figure 3.0-14 Existing Telephone Map
- Figure 3.0-15 Electrical Cable TV Map

Chapter 13 – Implementation and Administrative Process of the PVCCSP establishes a program of implementation measures, including regulation, programs, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above. Chapter 3 – Infrastructure Plan of the PVCCSP outlines public works projects within the PVCCSP with text and diagrams intended to guide and support development in the PVCCSP. As noted above, the Project requires

the removal of two paper streets detailed in several of the Figures contained within Chapter 3 to facilitate the proposed vacation of the streets that will occur in connection with the proposed industrial warehouse Project.

Section 4. Approval of SPA 21-05267. Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to such statements and reports presented at the City Council’s public hearing on October 10, 2023, the City Council hereby approves Specific Plan Amendment 21-05267 relating to the Project. Specific Plan Amendment 21-05267 is attached as Attachment 1 and incorporated herein by this reference.

Section 5. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 6. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 7. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED, and APPROVED this 12th day of December 2023.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number 1439 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12 day of December 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachments: Specific Plan Amendment (and related figures)

Due to the size of the files for the Specific Plan Amendment, only the land use map documenting the existing and proposed land use map is attached as a hard copy. The remaining documents referencing the development standards for multi-family residential use are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479

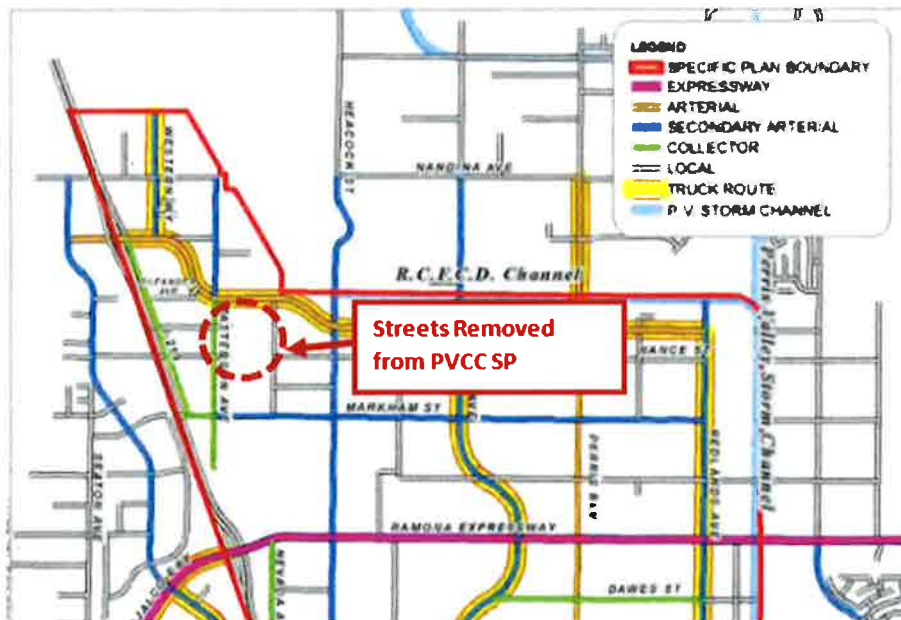
EXISTING

Figure 3.01, Circulation Plan



UPDATED

Figure 3.01, Circulation Plan



ATTACHMENT 2

Final Conditions of Approval (Planning
Conditions, Engineering, Public Works,
Building & Safety, and Community Services)

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

FINAL CONDITIONS OF APPROVAL

**SPA 21-05267, TPM 21-005086 (TPM-38259),
DPR 21-00005**

December 12, 2023

PROJECT: Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), Development Plan Review (DPR) 21-00005 – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial warehouse facility: 1) Specific Plan Amendment to vacate the California Avenue and Nance Street, planned and unimproved streets, from the Circulation Plan in the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; 3) Development Plan Review for the site plan and building elevations. The 35.63-acre project site is located south of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue, in the GI - General Industrial and LI - Light Industrial Zones. (APNs: 314-153-015 through -040, 314-153-042, 314-153-044, -046, -048, 314-160,005 through -012, and 314-160-033. Applicant: Nicole Torsvet, Patterson Limited Partnership.

GENERAL CONDITIONS:

- 1 **Approval Period for Development Plan Review 21-00005,** The Development Plan Review processed in conjunction with the Tentative Parcel Map shall expire in two years from the City Council's final action for consistency with the time limits of the map. Within two years, the applicant shall demonstrate the beginning of substantial construction as approved, which shall thereafter be diligently pursued to completion or substantial utilization. If this does not occur, a maximum of six (6) one-year extensions may be requested for consistency with the related Tentative Parcel Map A written request for extension shall be submitted to the Planning Division at least thirty (30) days before the initial (and any subsequent extension) expiration of the Development Plan Review.
- 2 **Approval Period for Tentative Parcel Map (TPM 38259).** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the City Council approval unless the State of California grants an automatic extension. The applicant may apply for six (6) one-year extensions to permit additional time to record the final map. A written request for an extension shall be submitted to the Planning Division at least thirty (30) days before the Tentative Parcel Map approval's initial (and subsequent extensions) expiration.
- 3 **Mitigation Monitoring and Reporting Program.** The project shall comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP). The Mitigation Monitoring and Reporting Program (MMRP) for Environmental Impact Report (SCH: 2022010274). It shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.
- 4 **Municipal Code and Specific Plan Compliance.** The project shall conform to the General Industrial (GI) and Light Industrial (LI) Zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Title 19 of the Perris Municipal Code.
- 5 **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of

- their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
- 6 **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
 - 7 **Expansion of Use.** All expansion of the site and its use shall occur with subsequent reviews and approvals by the Planning Division.
 - 8 **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **May 17, 2023**, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
 - 9 **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).
 - 10 **Rooftop Solar.** The project does not propose rooftop solar panels at this time. However, suppose the project proposes solar rooftop panels in the future. In that case, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and the Airport Land Use Commission and March Air Reserve Base shall review this study.
 - 11 **Planning Division.** All Planning Division Conditions of Approval shall be reproduced in the construction and grading plans.
 - 12 **City Engineer Conditions.** The project shall adhere to the requirements of the City Engineer as indicated in the attached Engineering Conditions of Approval dated **March 13, 2023**. On and off-site improvement plans shall be submitted for review and approval by the City Engineer.
 - 13 **Fire Marshal Conditions.** The project shall comply with all requirements of the Fire Marshal in the memo dated **December 28, 2022**.
 - 14 **Building Official/Fire Marshal.** The proposed project shall adhere to all Building Official/Fire Marshal requirements. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. Water, gas, sewer, electrical transformers, power vaults, and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included in the building plans. See the City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and the underground plan available at: <http://www.cityofperris.org>.
 - 15 **Building Conditions.** The project shall adhere to the requirements of the Building Department as indicated in the attached Conditions of Approval dated **May 10, 2021**.
 - 16 **Public Works Conditions.** The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **December 5, 2022**.
 - 17 **Fire Conditions.** The following conditions shall apply to the project:

- a. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12, respectively.
- b. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply when the architectural plans are submitted for construction permits.
- c. Prior to the issuance of a grading permit, evidence of sufficient fire flow of 4,000 GPM for 4- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
- d. A fire department access road complying with the CFC, Chapter 5 and approved access plans shall be installed before building construction.
- e. All required fire hydrants shall be installed and operational before building construction. All fire hydrants shall remain operational during construction.
- f. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3 feet shall always be maintained.
- g. The private underground fire-line system shall be a looped design.
- h. The private underground fire-line system must indicate sectional valves for every five (5) appurtenances.
- i. A minimum of two connection points to public water shall be provided for the private fire-line water.
- j. The Fire Department Connection (FDC) shall be located within 100 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and the fire hydrant.
- k. Prior to construction, a temporary address sign shall be posted and visible from the street.
- l. The permanent building address shall be provided and either internally or externally lit during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
- m. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
- n. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
- o. Prior to building final, the building shall be provided with a Knox Lock key box located no more than 7 feet above the finished surface and near the main entrance door.
- p. Prior to building final the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsections. The system shall be installed and inspected by the City of Perris Building Department before issuing the Certificate of Occupancy. The Fire Marshal can waive the requirement if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report

which outlines the analysis used in determining whether the building meets the emergency communications without an enhancement system.

- 18 **Val Verde Unified School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the Val Verde Unified School District.
- 19 **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof and/or any of its officers, employees, and agents from any claims, actions, or proceedings against the City or any agency or instrumentality thereof, or any of its officers, employees, and agents, to attack, set aside, void, annul, or seek monetary damages resulting from approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning **SPA 21-05267, TPM 21-005086 (TPM-38259), and DPR 21-00005.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in defense of the action.
- 20 **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison SCE area service planner (951-928-8323) to complete the required forms before construction. A grading permit shall be issued once the City Engineer receives a letter from SCE indicating that electrical service will be placed underground.
- 21 **Signage.** The project approval does not include signage. All monument signage is required to include the Perris Valley Commerce Center logo (per PVCCSP Chapter 4.2.5). Any proposed wall or monument sign will require a sign application and shall be reviewed and approved by the Planning Division before building permit issuance.
- 22 **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
- 23 **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Graffiti located on site shall be removed within 48 hours. Graffiti shall be painted over in panels and not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.
- 24 **On-site & Off-site Utilities.** All utilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
- 25 **Performance Standards.** The applicant shall comply with all Performance Standards listed in Chapter 19.44.070 of the Perris Municipal Code.
- 26 **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
- 27 **Screening of Roof-Mounted Equipment.** Proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Also, all vent pipes and similar devices shall be painted to match the building.

- 28 **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
- 29 **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right of way. Interior downspouts are required for these elevations.
- 30 **Energy Conservation.** To improve local air quality, the applicant shall comply with the energy-conservation features in the project (as feasible) per the FEIR and Design Guidelines. An accounting of the project's energy conservation measures shall be submitted to the Building Division prior to the application for building permits.
- 31 **Glazing.** Highly reflective glass shall not be used for architectural elevations.
- 32 **Roof Parapets.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
- 33 **Payment of Department of Fish and Wildlife Fee.** Within five (5) days of City Council approval, the applicant shall file a Notice of Determination of the Riverside County Clerk and submit appropriate payment of fees in accordance with Section 753.5 (Title 14) of the California Code of Regulations; no project shall be operative, vested, or final until the filing fees have been paid.
- 34 **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. The following conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP, including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including two bioretention basins, a self-retaining landscape, and a covered trash enclosure. The Public Works Department shall review and approve the final addendum WQMP text, plans, and details.
- 35 **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in Final Environmental Impact Report (SCH: 2022010274) and Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
- 36 **Trash Enclosures.** Trash enclosures shall be screened with landscaping (vines and shrubs) and provide decorative solid trellis cover per the development plans presented to the Planning Commission.
- 37 **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
 - a. Construction activity and equipment maintenance are limited to weekday hours between 7:00 a.m. and 7:00 p.m. Construction may not occur on weekends or State holidays without the prior consent of the Building Official. Non-noise-generating activities (e.g.,

- interior painting) are not subject to these restrictions.
- b. Construction routes are limited to City of Perris designated truck routes.
 - c. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials, and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the late morning, after work is completed, and whenever wind exceeds 15 miles per hour.
 - d. A person or person shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such people shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.
 - e. Project applicants shall provide construction site electrical hook-ups for electric hand tools, such as saws, drills, and compressors, to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook-ups at construction sites are not practical or prohibitively expensive.
- 38 **Property Maintenance.** The project shall comply with the Perris Municipal Code 7.06 provisions regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule.
- 39 **Riverside County Airport Land Use Commission.** The following conditions shall be satisfied in accordance with the Airport Land Use Commission (ALUC) Development Review case file ZAP1538MA22:
- a. Any new outdoor lighting installed shall be hooded or shielded to prevent the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - i. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DOD or FAA-approved navigational signal light or visual approach slope indicator.
 - ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight or circling climb following takeoff or towards an aircraft engaged in a straight or circling final approach towards a landing at an airport.
 - iii. Any use that would generate smoke or water vapor or attract large concentrations of birds or may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction, and demolition debris facilities, fly ash disposal, and incinerators).

- iv. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - v. Children's schools, daycare centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, places of assembly (including but not limited to places of worship and theaters), buildings with more than three aboveground habitable floors, and critical community infrastructure facilities.
 - vi. Highly noise-sensitive outdoor nonresidential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls, and drive-in theaters.
 - vii. Other Hazards to Flight.
- c. The attached "Notice of Airport in Vicinity" shall be provided to all prospective purchasers and occupants of the property and be recorded as a deed notice.
- d. The project has been conditioned to utilize underground detention systems, which shall not contain surface water or attract wildlife. Any other proposed basin would require review and approval by the ALUC. Any proposed stormwater basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm and remain dry between rainfalls. Vegetation in and around the basins providing food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of the contiguous canopy when mature. Landscaping in and around the basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the email or other contact information of the person or entity responsible for the stormwater basin.

- e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment, inclusive of irrigation controllers, access gates, etc.
- f. Noise attenuation measures shall be incorporated into the design of the structure's office and retail areas to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.
- g. The project has been evaluated for a 769,668 square feet warehouse building, consisting of 749,668 square feet of warehouse area, 10,000 square feet of first-floor office area, and 10,000 square feet of second-floor office mezzanines. Any increase in building area,

change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria at the discretion of the ALUC Director.

- h. The project does not propose rooftop solar panels at this time. However, if the project were to propose solar rooftop panels in the future, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base
- i. The Federal Aviation Administration has conducted aeronautical studies of the proposed project (Aeronautical Study No. Aeronautical Study No. 2022-AWP-12523-OE thru 2022-AWP-12526-OE). It has been determined that neither marking nor lighting of the structure(s) is necessary for aviation safety. However, marking and/or lighting for aviation safety is accomplished voluntarily. In that case, such marking and/or lighting (if any) shall be installed per FAA Advisory Circular 70/7460-1 M and maintained therewith for the project's life.
- j. The proposed structures shall not exceed the prescribed height of 50 feet above the ground and a maximum elevation at the top point of 1,539 above mean sea level.
- k. The maximum height and top point elevation specified above shall be amended with further review by the Airport Land Use Commission and the Federal Aviation Administration, provided; however, that structure height or elevation reduction shall not require further review by the Airport Land Use Commission. The specific coordinates, frequencies, and power shall be amended with further review by the Federal Aviation Administration.
- l. Temporary construction equipment used during the construction of the structure(s) shall be at most the prescribed heights identified in the aeronautical study unless separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.
- m. Within five (5) days after construction of the structure reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable if the project is abandoned or a decision is made not to construct the applicable structure.

TPM 38259 - FINAL MAP RECORDATION

- 40 **Application.** The Final Map application shall be submitted to the City Engineering Department with payment of appropriate fees for review and approval concurrently with the application to the Planning Division. The Final Map application shall include all necessary road dedications, appropriate easements, and street vacations.
- 41 **Map Recordation.** Prior to the recordation of the Final Map, the developer shall obtain the following clearances, approvals, or actions:
 - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code.
 - b. The landowner shall convey an aviation easement to the March Inland Port Airport

Authority. Contact the March Joint Powers Authority at (951) 656-7000.

- c. Any other required approval from an outside agency.

PRIOR TO THE ISSUANCE OF GRADING PERMITS

- 42 **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
- 43 **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
- 44 **Southern California Edison.** Before the issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to the commencement of construction.
- 45 **Final Water Quality Management Plan (FWQMP).** Before the issuance of grading permits, an FWQMP is required to be submitted. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the applicant shall develop, receive approval from the City, and implement an FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs proposed in the approved Preliminary Water Quality Management Plan (PWQMP).
- 46 **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division to verify that all pertinent conditions of approval have been met.

PRIOR TO THE ISSUANCE OF BUILDING PERMITS

- 47 **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer shall plant one 24-inch box tree per 5,000 square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) to provide funding equivalent to such cost the discretion of the City prior to issuance of the building permit.
- 48 **Community Benefit.** The applicant shall provide proof of a \$400,000 donation paid to the Val Verde School District and a separate \$400,000 donation paid to the City of Perris to be distributed as follows: \$200,000 to fund City's efforts to rehabilitate the Downtown Theater, and \$200,000 for the Youth Advisory Committee Scholarship fund.
- 49 **March Air Reserve Base and Perris Valley Airport.** Before building permit issuance, in accordance with the conditions of approval by the Airport Land Use Commission (ALUC) letter dated August 23, 2022, the conditions of approval enumerated in the conditional approval letter shall be implemented to address the project's location within Airport Influence Area.
- 50 **Building Plans.** All Planning, Public Works, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction with the conditions. Also, the

Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings and implemented in accordance with the timeline, reporting, and monitoring intervals listed in the MMRP.

- 51 **Final Parcel Map Submittal.** Prior to the issuance of the first building permit, Tentative Parcel Map 38259 shall be submitted for Final Map approval to the City Engineering Department and be recorded with the County of Riverside, with proof of recording provided to the City Planning Division and Engineering Division. The Final Map shall conform substantially to the approved Tentative Map.
- 52 **Landscaping Plans.** Prior to the issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The plans shall be prepared by a California-registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The plants' location, number, genus, species, and container size shall be shown. The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
- a. **Accent Landscaping.** Large trees (24" to 36" box) shall be included in the landscape design at all driveway entrances to the project site.
 - b. **Passenger Vehicle Parking Areas.** A minimum of 30% of trees shall be a 36-inch box or larger in passenger vehicle parking areas. Also, at least one 24-inch box tree per six (6) parking stalls shall be provided.
 - c. **Conceal parking lot area.** All parking areas along the street frontages shall be screened by a minimum 36-inch-high shrub border using a double-row of 5-gallon shrubs at 3.6 feet off center.
 - d. **Street Trees.** All street trees within the public right of way shall be 24-inch box size or larger and planted a maximum of 30 feet on center within the parkway.
 - e. **Employee Amenity Areas.** The outdoor employee break area shall be landscaped to include shade trees and shade structures architecturally similar in colors and materials to the warehouse building.
 - f. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) shall be used for all driveway entrances and pedestrian pathways.
 - g. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - h. **Shade Tree.** The project shall provide shade trees throughout the parking lot per the Development Code and landscape standards of the PVCCSP.
 - i. **Water Conservation.** All irrigation systems shall require rain-sensing override devices and soil moisture sensors. Landscaping shall comply with Zoning Code Chapter 19.70 (www.cityofperris.org) for mandated water conservation.
 - j. **Maintenance.** All landscaping shall be maintained in a viable growth condition.
 - k. **Provide a curb adjacent landscaped parkway.**
- 53 **Site Plan Requirements.** The following shall be shown on the building plan check set for Planning staff review and approval:

- a. **Parking Stalls.** Parking stalls for passenger vehicles shall be striped in accordance with Chapter 19.69.030C.5b of the Zoning Code (double striping).
 - b. **Parking Lot.** Evergreen trees shall be planted for passenger vehicles every six parking spaces throughout the parking lots.
 - c. **Reduce the number of parking spaces for passenger vehicles and increase on-site landscape coverage.**
 - d. **Provide signage and a lighted crosswalk at the southern parking lot area.**
 - e. **Provide an additional second indoor amenity.**
- 54 **Charging Stations.** The applicant shall install the Electric Vehicle charging stations for the EV parking stalls depicted on the site plan and must accommodate light-duty vehicles. The station locations and specifications shall be included in the building plans.
- 55 **Screen Walls and Fencing.** Decorative screen walls shall screen views into truck courts from the public rights of way (Patterson and Nevada Avenues) and adjacent uses. Plans and details for the screen walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. Any changes to the approved wall and fence plan require the review and approval of Planning Division staff. The following shall apply:
- a. **Decorative Screen Walls.** Relocate the 14-foot-high decorative screen walls 20 feet from the front property line, along Patterson Avenue. The screen wall shall include decorative pilasters with a cap at every 100 linear feet, subject to the review and approval of the Planning Division. The 14-foot-high screen wall on the site's east side shall also consist of decorative materials, including decorative pilasters with a cap every 100 linear feet.
 - b. **Wrought Iron Gates.** All tubular steel gates in public view shall be a minimum of eight (8) feet in height and be screened by a high-quality view-obscuring material, subject to Planning review and approval.
 - c. **Tubular Fence.** The proposed eight (8) foot high tubular steel fence shall be extended from where the retaining wall ends along the north property line to 10 feet from the front property line along Patterson Avenue, outside the front yard setback area.
 - d. **Graffiti.** All block/tilt-up walls shall be treated with a graffiti-resistant coat.
 - e. **Knox boxes** are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
- 56 **Site Lighting Plan.** A site lighting plan that complies with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance shall be approved. The lighting plan shall include photometric, fixture details, and standard light elevations to meet 2700 KV illumination or less (to provide adequate illumination). High-efficiency fixtures with full-cut-off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. At least one foot-candle of light shall be provided in all parking lots and pedestrian areas for safety and security. All lighting shall be shielded downward to prevent light pollution from spilling onto adjacent parcels or the public right of way.
- 57 **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, and the Mitigation Monitoring and Reporting Program shall be reproduced in full on construction drawings and grading plans immediately

following the cover sheet of such plans. Each Condition shall be annotated on the construction plans for ease of reference (i.e., sheet and detail numbers).

- 58 **Fees.** The developer shall pay the following fees before the issuance of building permits:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre
 - b. Multiple Species Habitat Conservation Plan fees currently in effect
 - c. Current statutory school fees to all appropriate school districts
 - d. Any outstanding liens and development processing fees owed to the City
 - e. Appropriate Road and Bridge Benefit District fees
 - f. Appropriate City Development Impact Fees in effect at the time of development.

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS:

- 59 **City Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation before issuing a Certificate of Occupancy. This condition shall apply only to districts existing when the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

- a. Landscape Maintenance District No. 1;
- b. Flood Control Maintenance District No. 1;
- c. Maintenance District No. 84-1;
- d. North Perris Community Facilities Assessment District; and
- e. Any other applicable City Assessment and Community Facilities Districts

- 60 **Truck Routes.** The applicant shall notify all truck drivers of the truck routes adopted by the City Council. Signs shall be provided on-site and within the public right-of-way to direct all trucks to use designated truck routes only as approved by the Engineering and Planning Departments.

Trucks shall access the I-215 Freeway by exiting the project site via Patterson to Harley Knox Boulevard, consistent with the City's adopted truck route.

- 61 **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final signoffs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping, and automatic irrigation installed and in good condition.
- 62 **Outstanding Fees.** Any processing fees for the Planning Division shall be paid before building occupancy.
- 63 **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape inspection after the installation of all landscaping and irrigation systems is completely operational. Before calling for a final inspection, the City's "Certificate of Compliance" form

shall be completed and signed by the designer/auditor responsible for the project and submitted to the project planner. The project planner shall sign off the "Certificate of Compliance" to signify code compliance and acceptance.

- 64 **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors, and materials (per approved elevation plans), site lighting, landscaping, and automatic irrigation installed and in good condition prior to Planning sign-off.

END OF CONDITIONS



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1462

March 13, 2023

Revised at Planning Commission May 17, 2023

Revised August 2, 2023

TPM 38259 - DPR 21-00005

Prologis

Nance St. & Patterson Av.

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

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

DEPARTMENT OF ENGINEERING

24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. Site circulation shall be such that auto and truck access, circulation and parking are distinct and separate. **Lighted pedestrian signs, control and striping shall be installed at the crosswalks from auto parking areas crossing the truck travel lanes to the structure, as recommended by the project Traffic Engineer and as approved by the City Engineer.**

4. Truck access to the site shall be limited to I-215/Harley Knox Boulevard Interchange, Harley Knox Boulevard and Patterson Avenue.

Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

Prior to Recordation of the Parcel Map:

5. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.

6. The developer/property owner shall comply with the terms and conditions of the drainage requirements and construction of the drainage improvements identified in Condition no. 19 and post the respective bonds and securities as specified.

7. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street Improvement Plans
- c. Storm Drain improvement Plans
- d. Signing and Striping Plans
- e. Water and Sewer Improvement Plans
- f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- g. Geotechnical Report
- h. Hydrology and Hydraulic Report
- i. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

8. Patterson Avenue is classified as a Collector (66'/44') per the General Plan. Adequate right-of-way shall be dedicated on Patterson Avenue along the property frontage to accommodate a 33 foot half width dedicated right-of-way.

9. Nevada Avenue is classified as a Collector (66'/44'). Adequate right-of-way shall be dedicated on Nevada Avenue along the property frontage to accommodate a 33 foot half width dedicated right-of-way.

10. Nance Street is classified as a local (60'/40'). Adequate right-of-way shall be dedicated on Nance Street along the property frontage to accommodate a knuckle per County of Riverside Standard No. 801.

11. Nance Street from Patterson Avenue to the knuckle at Nance Street and Nevada Avenue, within the project site, shall be vacated; any and all underlying easement(s) shall be rescinded and any and all utilities and facilities removed as approved by the City Engineer.

12. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

13. All rights-of-way and easements shall be offered for dedication to the public or other appropriate agencies and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

14. Relinquish and waive rights of access to and from Patterson Avenue and Nevada Avenue on the Map other than the access opening as shown on the site plan.

15. In the event that offsite property is required to complete the required improvements, the developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she should fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

16. The following statement shall be added to the Map:

"Notice of drainage fees" Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit for the map, and that the property owner prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

17. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

18. The developer/property owner shall submit the following to the City Engineer and Riverside County Flood Control and Water Conservation District (RCFCD) for review and approval:

- a. Onsite Precise Grading Plan and Erosion Control Plans; plans shall show the WDID No.
- b. Street Improvement Plans
- c. Storm Drain Improvement Plans
- d. Signing and Striping Plans
- e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
- f. Geotechnical Report
- g. Hydrology and Hydraulic Report
- h. Final WQMP (for reference)

The design shall be in conformance with Eastern Municipal Water District (EMWD), RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

19. The developer/property owner shall comply with the drainage requirements and construction of the drainage improvements as specified below:

The ultimate drainage plan for this part of the City is dependent on the RCFCD construction of Perris Valley Master Drainage Plan Facility Lateral B Stage 4 along the March Air Reserve Base's boundary from Perris' north City limit to Heacock Street. The construction of Lateral B Stage 4 would serve as an adequate outlet for all runoff generated north

of Harley Knox Boulevard. And the redirection of those flows to Lateral B Stage 4 would free up capacity in an existing Caltrans Reinforced Concrete Box (RCB) that runs in Harley Knox Boulevard. The Caltrans RCB in Harley Knox Boulevard could then accept local flows from the area south of Harley Knox Boulevard, including onsite flows from this development.

Currently RCFCD is schedule to advertise Lateral B Stage 4 for bid in May 2023. Due to the timing of RCFCD's drainage improvements the drainage for this development may be constructed in phases.

The developer/property owner shall construct Perris Valley Master Drainage Plan Facility Line B-6 along the property's frontage on Patterson Avenue to collect the 10-year offsite storm runoff and convey them to the existing Caltrans RCB located at the intersection of Harley Knox Boulevard and Patterson Avenue. The developer/property owner shall also construct Perris Master Drainage Plan Facility Line B-6.1 from the site's northeast corner to convey 10-year onsite storm runoff to the existing Caltrans RCB located at the intersection of Harley Knox Boulevard and Nevada Avenue. Plans for these facilities must be approved and bonded for prior to the issuance of Building Permits. Temporary Occupancy Permits shall not be issued until Line B-6 and Line B-6.1 are completed.

The request for Building Permits vs. Grading Permit is because RCFCD does not want to issue their encroachment permit until Lateral B Stage 4 and Line B-8 are completely constructed. In the event that Lateral B Stage 4 is not under construction, City may consider issuing the Building Permits and Temporary Occupancy Permit, however no Final Certificate of Occupancy will be issued.

The developer/property owner shall construct Line B-8 to connect the existing Caltrans RCB directly to Lateral B Stage 4. Line B-8 is located about 1260-feet north of Harley Knox and will run east from Patterson Avenue and discharge flows into Lateral B Stage 4 after it is constructed by RCFCD. The plans for Line B-8 shall be in plan check with RCFCD, the right-of-way across APN 294-220-010 shall be acquired ***or the condemnation procedure shall be initiated by the City pursuant to City's condemnation procedures, regulations and requirements,*** and bonds posted, prior to the issuance of Building Permits. Line B-8 shall be maintained by RCFCD and the developer/property owner shall enter into a tri-party cooperative agreement with RCFCD and the City covering the terms of plan check, right-of-way transfer, inspection, operation, and maintenance, prior to issuance of Final Certificate of Occupancy.

Final Certificate of Occupancy shall not be issued until Line B-8 is completed to the satisfaction of the City Engineer.

Provision of Master Drainage Plan facilities and any connection to Master Drainage Plan facilities will require an encroachment permit from RCFCFCD.

20. The most northerly driveway on Patterson Avenue shall be designated for truck access only and shall be limited to left-in/right-out only. **The turning radii in the drive aisle shall be such that simultaneous truck ingress and egress movements are accommodated.**

21. The driveway on Patterson Avenue aligned with California Avenue (to the west of Patterson Avenue) shall be designated for auto access only.

22. The driveway on Patterson Avenue aligned with Nance Street (to the west of Patterson Avenue) shall be designated for truck access only and shall be limited to left-in/right-out only. **The turning radii in the drive aisle shall be such that simultaneous truck ingress and egress movements are accommodated.**

23. The most southerly driveway on Patterson Avenue shall be designated for auto access only.

24. The driveway on Nance Street shall be designated for emergency access only.

25. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance to ADA standards and requirements.

26. The developer/property owner shall pay to the City \$500,000 for their contribution towards I-215/Ramona Expressway Interchange and I-215/Harley Knox Boulevard Interchange and other improvements. This one-time contribution is above and beyond DIF, TUMF, RBBD and other City fees, and is not reimbursable.

Prior to Issuance of Building Permit:

27. The developer/property owner shall comply with the terms and conditions of the drainage requirements and completing the construction of the drainage improvements as identified in Condition no. 19.

28. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

The developer/property will be eligible for ADP fee credit in exchange for the construction of Line B-8 since this system is a benefit to the City.

29. Water and sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

30. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.

31. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

32. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to Issuance of Certificate of Occupancy:

33. The developer/property owner shall comply with the terms and conditions of the drainage requirements and completing the construction of the drainage improvements as identified in Condition no. 19.

34. Patterson Avenue (Collector - 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide for a 44 foot wide asphalt pavement (using a TI of 9.0 and PG 70-10), 6 inch curb and gutter 22 feet east of centerline, a 6 foot wide sidewalk **at property line**, Class II bike lane per the Active Transportation Plan and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

35. Patterson Avenue (Collector - 66'/44') from northerly project boundary to Harley Knox Boulevard within the dedicated right-of-way shall be improved to provide for asphalt pavement transition lanes per Caltrans standards, the widths and lengths of the lanes shall be determined by the project's Traffic Engineer as approved by City Engineer.

36. The existing power poles on Patterson Avenue along the property frontage shall be removed and cables (under 66 kv) including the communication cables shall be undergrounded. The developer/property owner shall provide an undergrounding of utilities study prepared by a utility consultant/electrical engineer analyzing and determining the extent of conformance.

37. Nevada Avenue (Local - 66'/44') along the property frontage within the dedicated right-of-way shall be improved to provide for a 37 foot wide asphalt pavement (using a TI of 7.0 and PG 70-10), 6 inch curb and

gutter 22 feet west of centerline, a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

38. Nevada Avenue (Local – 60'/40') from northerly project boundary to Harley Knox Boulevard shall be improved to provide for a 30 foot wide asphalt pavement (using a TI of 7.0 and PG 70-10) per City of Perris, County of Riverside and Caltrans standards.

39. The existing power poles on Nevada Avenue along the property frontage shall be removed and relocated as applicable and cables (under 66 kv) including the communication cables shall be undergrounded. The developer/property owner shall provide an undergrounding of utilities study prepared by a utility consultant/electrical engineer analyzing and determining the extent of conformance.

40. The knuckle at Nance Street and Nevada Avenue at project boundary, shall be improved per County of Riverside Standard No. 801 to provide for asphalt pavement (using a TI of 7.0 and PG 70-10), including 6 inch curb and gutter, a 6 foot wide sidewalk and streetlights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards.

41. Nance Street (Local – 60'/40') from the knuckle at the project boundary to Webster Avenue shall be improved to provide for a 30 foot wide asphalt pavement (using a TI of 7.0 and PG 70-10), including transition lanes, per City of Perris, County of Riverside and Caltrans standards.

42. The conditions of the existing pavement on Patterson Avenue along the property frontage and the extensions shall be evaluated by the developer/property owner in order for the City Engineer to determine the extent of pavement rehabilitation. If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

43. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

44. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: December 05, 2022

To: Mathew Evans, Planner

From: Michael Morales, CIP Manager

By: Chris Baldino, Landscape Inspector **CB**

Subject: DPR 21-00005– Conditions of Approval

Proposal to construct a 579,986 square foot Industrial building on East Patterson Ave and Nevada Ave. within the Perris Valley Commerce Center Specific Plan.

-
1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Patterson Ave.** - Provide offer of dedication as needed to provide for full half width Street (66' ROW (33' half width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from back of curb.
 - **Nevada Ave.** - Provide offer of dedication as needed to provide for full half width Street (66' ROW (33' half width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from back of curb.
 2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide an additional landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
 3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for DPR 21-00005" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:
 - a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and

hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:

- **Patterson Ave** – Per Section 6.0-21 Streetscape Landscape design guidelines and planting pallet for Collector and figure 6.0-9, of the PVCCSP for sizing and spacing requirements. Street tree: Platanus x acerfolia 'London Plane Tree. Use of drought resistant shrubs and groundcover intended to complement the existing parkway along Patterson Ave. including but not limited to the following: Callistemon 'Little John', Hesperaloe parviflora 'Red Yucca', Lantana M. 'Gold Rush Lantana', Myoporum parviflora.
 - **Naveda Ave.** – This parkway will be a non-irrigated parkway with a design of 4" to 6" Arizona grouted cobble in a half moon design. Within the half moon areas without cobble artificial turf or a different colored grouted cobble would be required.
 - **Nance Street** – At the knuckle of Nance Street there is a small section of right-of-way to be concrete instead of landscape.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering

Standards in effect at the time of approval.

- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
 - i. **Wire Mesh and Gravel at Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".
 - k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one-year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City,

then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**-If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Streetlights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photocopy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term

maintenance costs and longevity of improvements. Components shall include, but not be limited to:

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

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape proposed by the project on Patterson Ave, and Nevada Ave.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
- Original notarized document(s) to be sent to:

Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590

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

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #21-00005

Case Planner: Mathew Evans (951) 943-5003,

Applicant: DJ Arellano

Location: East of Patterson Ave., and North of Nance Street

Project: Proposal to construct a 579,986 SF industrial building.

APN(s): 314-153-015 thru 314-153-042, 314-153-044, 314-153-046 and 314-153-048

Reviewed By: David J. Martinez, CBO

Date: 5-10-2021

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Plumbing Code
 - E. 2019 California Energy Code.
 - F. 2019 California Fire Code
 - G. 2019 California Green Building Standards Code.
2. You will be required to provide proper fire access to the entire site.
3. The proposed site will have to comply with the new EV charging station regulations.
4. None of the proposed buildings can cross any property lines. A lot line adjustment may be required prior to the construction of the project.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved

- B. Rough grading completed
- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off

FIRE CONDITIONS: To Be provided by Dennis Grubb



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: June 9, 2021
To: Mathew Evans Project Planner
From: Sabrina Chavez, Director of Community Services
Cc: Arcenio Ramirez, Community Services Manager
Jessica Galloway, Project Coordinator
Joshua Estrada, Parks Coordinator
Subject: Development Plan Review 21-00005 – Conditions

Community Services Staff reviewed DPR 21-00005 and offer the following comment(s):

Development Impact Fees

- The Project is subject to payment of Industrial Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

Trails

Add Class II bike lane on Patterson Avenue as identified in the Active Transportation Plan 2020, refer to Engineering comments.



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

December 28, 2022

City of Perris
Attn: Alfredo Garcia
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review for DPR21-00005

As requested, a review of the subject property was completed. The Following conditions shall apply to the project:

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
4. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
5. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
6. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
7. The private underground fire-line system shall be a looped design.

8. The private underground fire-line system shall have indicating sectional valves for every five (5) appurtenances.
9. A minimum of two points of connection to the public water shall be provided for the private fire-line water.
10. The Fire Department Connection (FDC) shall be located within 100 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
11. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
12. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
13. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
14. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
15. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
16. Prior to building final the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsection. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis Grubb, CFPE

ATTACHMENT 3

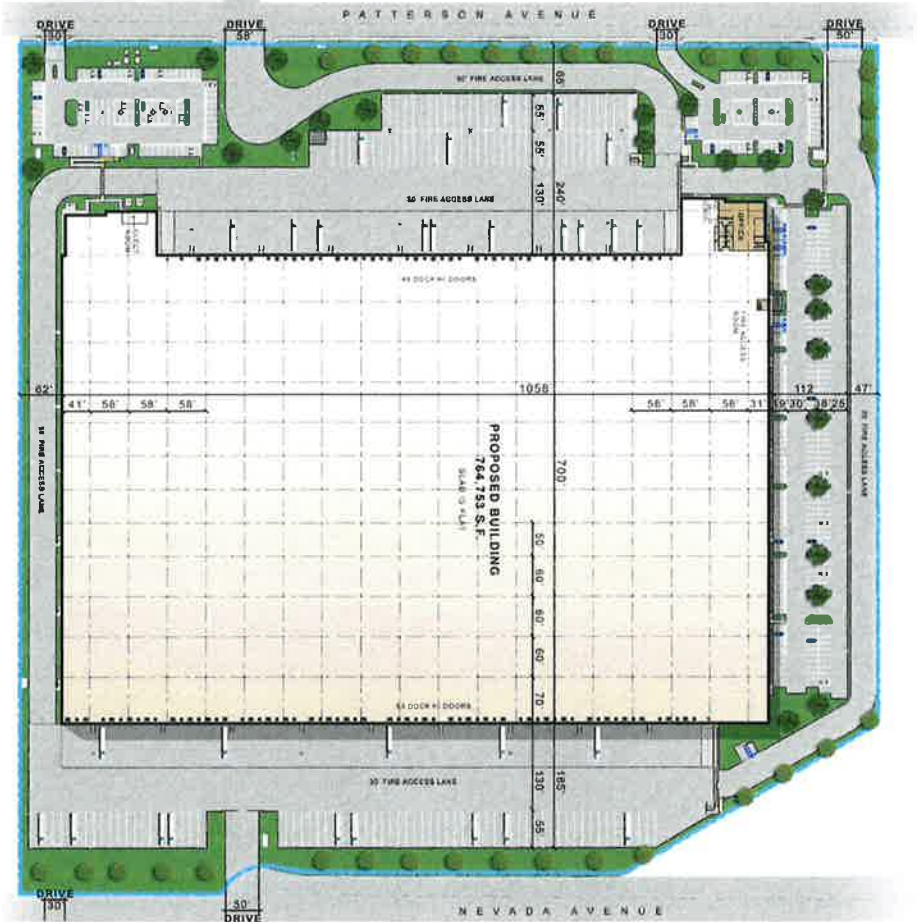
Project Plans (Site Plan and Building Elevations) – Informational Purpose



HERDMAN
ARCHITECTURE + DESIGN

PROLOGIS PATTERSON & NANCE - PERRIS, CA

04.21.2023
H-A+D JOB NO.: A21-2001





2100 PATTERSON AVENUE
PERRIS, CA 92571



PATTERSON & NANCE
PERRIS, CA

PROJECT
3RD PLANNING SUBMITTAL



HERDMAN
ARCHITECTURE + DESIGN
447-9801
542-2823
3D VIEW

A0

REVISED PER PLAN

ATTACHMENT 4

City Council Agenda Submittal without
exhibits - Dated November 28, 2023



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE:

November 28, 2023

SUBJECT:

Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005, *Continued from the August 29, 2023 September 12, 2023 September 26, 2023 and October 10, 2023 meetings.* – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63 acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue in the General Industrial and Light Industrial Zones of the Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUEST:

Adopt Resolution number (*next in order*) certifying the Final Environmental Impact Report (SCH 2022010274) and adopting the Mitigation and Monitoring and Reporting Program, the Findings of Fact related to the significant environmental impacts resulting from the project.

Adopt Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review 21-00005 to facilitate the construction of a 764,753 square foot industrial building, based on the findings and the Conditions of Approval; and

Introduce the First Reading of the Ordinance Number (*next in order*) approving Specific Plan Amendment 21-05267 to remove unimproved segments of California Avenue and Nance Street from the Perris Valley Commerce Center Specific Plan (PVCCSP) Circulation Plan and making the necessary findings in support thereof.

CONTACT:

Kenneth Phung, Director of Development Services

BACKGROUND

Continuance Hearing Summary

This project has been continued multiple times (*August 29, 2023, September 12, 2023, September 26, 2023, and October 10, 2023 meetings*) to allow the applicant additional time to address comment letters received prior to the hearing and concerns raised by the Council regarding this project. The last continuance was approved (5-0 vote) by the City Council on October 10, 2023, to continue the project to the meeting on November 28, 2023, as additional time was needed to adequately address issues raised at the September 26, 2023 City Council meeting. Following is a summary of the September 26, 2023 and October 10, 2023 meetings:

- *September 26, 2023 City Council Meeting Summary*

At the September 26, 2023 meeting, the City Council heard the project and comments from ten (10) persons who spoke regarding this project. The public comments included: two (2) members representing CARE CA (Californians for a Responsible Economy) who stated that the EIR does not adequately address impacts related to air quality, public health, and construction noise and, therefore, the EIR needs to be recirculated; four (4) members from Iron Workers Union (416 and 433) spoke in opposition of the project, as the developer has not reached a settlement agreement with their union group; and, two (2) persons spoke in opposition to warehouses in general. Lastly, two (2) members of LIUNA (Laborers' International Union of North America Labor's Union) spoke in support of the project.

- *October 10, 2023 City Council Meeting Summary*

At the October 10, 2023 meeting, a letter was received by staff from Adams Broadwell Joseph & Cardozo on behalf of Californians for a Responsible Economy (CARE CA) in opposition of the project. The applicant prepared a written response to the comment letter explaining that the comments substantially duplicate those received in prior letters (Attachment 16). Additionally, during public comment, ten (10) persons spoke, of which four (4) members representing the various labor unions spoke in favor of the continuance in order for the applicant to reach a settlement agreement with the Labor Unions; three (3) persons spoke in favor of more community benefits in order to support the project; two (2) members of CARE CA spoke in favor of the continuance; and one (1) person spoke in favor of the project given the applicant's willingness to work with the various Labor Unions on other projects in the city.

City Council Topics of Concerns

After lengthy discussions at both meetings on September 26, 2023 and October 10, 2023, the City Council raised two main topics of concern related to labor negotiation with the Iron Workers Labor Unions, and the proposed community benefits offered by the applicant; and one clarification question on the air quality conclusion. In regard to the air quality question, the applicant's consultant commented that with the standard mitigation measures of the PVCC Specific Plan, the air quality impact would be mitigated to less than significant impact. Staff also commented that a follow-up would be provided on the type and size of projects that would result

in air quality impact above the allowable standards set by the South Coast Air Quality Management District.

DISCUSSION

Letter in Support of Project

Since the October 10, 2023 meeting, the applicant has been in negotiations with Adams Broadwell Joseph & Cardozo, attorneys at law, on behalf of Californians Allied for a Responsible Economy (CARE CA) representing the Iron Workers Labor Union and Pipe Fitters and Plumbers, to secure support for the project. The letter indicates that the applicant entered into an agreement with CARE CA and has agreed to implement additional measures to address environmental concerns related to air quality, public health, and greenhouse gas impacts identified in the CARE CA comment letters. The letter concludes that CARE CA's objections to the project and the EIR have been resolved and request that the City Council adopt the EIR and approve the project.

Community Benefits

The applicant has now agreed to donate an additional \$200,000 donation to either the rehabilitation efforts of the Downtown Theater, or a contribution to the Youth Advisory Committee Scholarship fund at the discretion of the City. This will be in addition to the construction of the off-site master planned storm drain system north of Harley Knox Boulevard, known as Lateral B, with a cost estimate of approximately \$3,000,000, as well as \$400,000 donation to the Val Verde School District for school facilities projects. As conditioned, all contributions will be required prior to building permit issuance.

Air Quality Conclusion Clarification

During the meeting, a question was raised as to why the proposed project, based on its size, did not result in an air quality impact. Based on the air quality thresholds, the project did not result in air quality impacts. Industrial projects that resulted in significant air quality impacts were warehouses that are typically larger in size than this project, and if the industrial project is smaller in size with air quality impact, they are accompanied by more intense commercial land use, which generates significantly more air quality per square footage than industrial use.

RECOMMENDATION:

The Planning Commission recommends to the City Council the following: 1) Adoption of Resolution Number (*next in order*) certifying the Environmental Impact Report, and adopting Mitigation and Reporting Program, and the Findings of Fact; 2) Adoption of Resolution Number (*next in order*) approving Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR 21-00005; and 3) Introduction of Ordinance Number (*next in order*) approving Specific Plan Amendment (SPA) 21-05267 to facilitate the construction of a 764,753 square foot industrial warehouse distribution building, based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Resolution Number (*next in order*) Certifying the Environmental Impact Report, and the Mitigation Monitoring and Reporting Program
2. Resolution Number (*next in order*) Approving the Project and Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
3. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05267
4. Location/Aerial Map
5. PVCC-SP Land Use Map
6. MARB/IPA ALUC Map
7. Proposed Modification to PVCCSP Circulation Plan -Removal of Segments of California Avenue and Nancy Street
Due to the size of the files, all figures except for the existing and proposed Circulation Plan on the PVCCSP, showing the proposed removal of the segments of the streets are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
8. Tentative Parcel Map
9. Project Plans (Site Plan, Floor Plans, Renderings, Building Elevations, and Conceptual Landscape Plan)
10. City Council Agenda Submittal without exhibits – August 29, 2023
Due to the size of the files, the staff report and attachments are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
11. City Council Continuance Report –September 12, 2023
12. City Council Agenda Report without exhibits – September 26, 2023
Due to the size of the files, the staff report and attachments are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479

13. City Council Continuance Report – October 10, 2023
14. Planning Commission Report without exhibits – May 17, 2023
Due to the size of the files, the staff report and exhibits are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
15. Final Environmental Impact Report, Response to Comments, Mitigation Monitoring and Reporting Program, Associated Technical Studies.
Due to the size of the files, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
16. Late Comment Letters and Responses to Comments
Due to the size of the files, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-333#docan1206_1313_479
17. Letter in Support from CARE CA on behalf of Labor Union – Dated November 16, 2023

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



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.B.

MEETING DATE: December 12, 2023

SUBJECT: Contract Services Agreement with LOR Geotechnical Group, Inc. for Geotechnical, Compaction Testing, and Material Testing Services for the Copper Creek Park Renovation Project (CIP P057)

REQUESTED ACTION: Approve the Contract Services Agreement with LOR Geotechnical Group, Inc., and authorize City Manager to execute the Agreement, subject to City Attorney approval as to form.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On September 26, 2023, the Council approved the public works contract for Act 1 Construction, Inc., for the renovation of Copper Creek Park. The project is ready to start construction. As customary, the city is responsible for the geotechnical, compaction testing, and material testing services. Therefore, engineering staff is recommending that the City Council approve a Contract Services Agreement with LOR Geotechnical Group, Inc. in the amount of \$38,249.50, for geotechnical, compaction testing, and material testing services under the direction of the Engineering Department.

As part of the adopted FY 2023/24 Capital Improvement budget, Council approved approximately \$6.9 million through a combination of state grant funding, external contributions, and DIF funding. The geotechnical, compaction testing, and material testing services are part of the approved project funding.

BUDGET (or FISCAL) IMPACT:

Cost associated with the contract award in the amount of \$38,249.50 for geotechnical services by LOR Geotechnical Group is covered through the available Capital Improvement Project Budget (CIP# P057).

Prepared by: John Pourkazemi, City Engineer
Sabrina Chavez, Director of Community Services

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager _____

Attachment: 1. Contract Service Agreement with LOR Geotechnical Group, Inc.
2. CIP P057

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

Attachment 1

Contract Service Agreement with LOR Geotechnical Group, Inc.

Copper Creek Park Renovation

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

Geotechnical, Compaction Testing, and Material Testing Services –

Copper Creek Park

This Contract Services Agreement ("Agreement"), is made and entered into this 12th day of December, 2023, by and between the City of Perris, a municipal corporation ("City"), and LOR Geotechnical Group, Inc., a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

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 having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 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 Consultant, 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 Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, 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 Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty-Eight Thousand Two Hundred Forty-Nine dollars and Fifty Cents (\$38,249.50) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

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. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 11, 2024.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. John P. Leuer is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 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 any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 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, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its 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. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 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, 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 an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a 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 unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

LOR Geotechnical Group, Inc.
A California Corporation

By: _____
Signature

John P. Leuer, President

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

PRELIMINARY SCOPE OF SERVICES

The geotechnical, compaction testing, and laboratory materials testing services that are proposed for the subject project will include, but are not necessarily limited to, the following:

1. Attendance of pre-construction and progress meetings, as necessary, to consult with authorized employees, agents and representatives of our client, and other agencies having jurisdiction relative to the geotechnical services of the project.
2. Material submittal review, certification letters, and other geotechnical engineering support that is often required during construction.
3. In accordance with the Community Workforce Agreement, our soil technician will register with, and be dispatched through, the Local 12 Operating Engineers Union.
4. Representative sampling of onsite soil and aggregate base materials that are used during construction. All samples will be transported to our geotechnical laboratory for testing.
5. Laboratory testing to determine maximum density, optimum moisture content, expansion potential, and soluble sulfate content for samples of onsite soil.
6. Continuous observation and compaction testing during grading operations to verify that removal operations have exposed competent surfaces for supporting structural fills, and that fill is placed in an engineered manner and compacted to a minimum of 90 percent relative compaction. We have not included a time allowance for grading that might be associated with the proposed landscaped areas.

7. Periodic observation and compaction testing during backfill operations for the trenches that are excavated to construct the proposed underground utility improvements.
8. Periodic observation and compaction testing during preparation of subgrade soil and aggregate base grade (where required) to accommodate Portland cement concrete improvements such as curb & gutter, driveway approach, sidewalk, access ramps, and recreational surfaces.
9. Representative sampling and testing of ready-mix Portland cement concrete (PCC) that is delivered to the project and used for construction. Onsite testing of PCC will include temperature measurement and slump testing. Compressive strength specimens will be fabricated onsite at the time of placement for laboratory testing. Sampling and testing of ready-mix PCC will be conducted by a Grade I Field Testing Technician certified by the American Concrete Institute.
10. Laboratory curing and compressive strength testing of concrete specimens fabricated during concrete placement. The concrete specimens will be tested to verify that they achieve the specified 28-day compressive strength.
11. Periodic observation and compaction testing of subgrade and aggregate base grade (where required) for public roadway, drive lanes, and parking areas that require re-surfacing (pavement).
12. Continuous observation and compaction testing during hot-mix asphalt (HMA) paving operations to surface public roadway, drive lanes, and parking spaces. Compaction testing will be performed to verify that a minimum of 95 percent relative compaction is being achieved.
13. Representative sampling of HMA materials that are delivered to the project and are used for pavement. Samples will be returned to our geotechnical laboratory where they will be tested to determine compliance with

project specifications.

14. Preparation of daily field reports for each site visit. Our daily field reports will contain our geotechnical observations, compaction test results, and information regarding general construction progress. They will be promptly submitted to your onsite representative.
15. Preparation and submittal of a compaction and materials testing report at the completion of the project.

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The following table illustrates our estimated costs of providing the Preliminary Scope of Services that are proposed:

Description	Est. Qty.	Per Unit	Extended Cost
Engineering: Construction Meetings, Support	10	\$180/hour	\$1,800.00
Soil Technician: Observation, Compaction Testing, Sampling	179	\$155/hour	\$27,745.00
Site Grading Operations	50		
Foundation Excavation Observation	5		
Underground Utility Improvements Backfill	24		
PCC Flatwork: curb & gutter, sidewalk, etc.	50		
Roadway, Drive Lane, Parking Areas	20		
HMA Paving	20		
PCC Sampling Testing, Sample Pick Up	10		
10% Field Supervision and Equipment			\$2,774.50
Laboratory Compaction, Soil	3	\$210/unit	\$630.00
Laboratory Compaction, Aggregate Base	1	\$240/unit	\$240.00
Laboratory Soluble Sulfate Testing	3	\$90/unit	\$270.00
Laboratory Expansion Testing	3	\$210/unit	\$630.00
Laboratory Aggregate Base Quality Control	1	\$685/unit	\$685.00
Laboratory PCC Compressive Strength Testing	10	\$40/unit	\$400.00
Laboratory HMA Gradation & Extraction	3	\$285/unit	\$855.00
Laboratory HMA Density & Stability	3	\$240/unit	\$720.00
Compaction & Materials Testing Report	1	-	\$1,500.00
ESTIMATE:			\$38,249.50

The Soil Technician hourly rate that is quoted in the above table is reflective of the extra costs that are associated with the State of California prevailing wage requirements and for providing a technician that is registered with Local 12 Operating Engineers labor union.

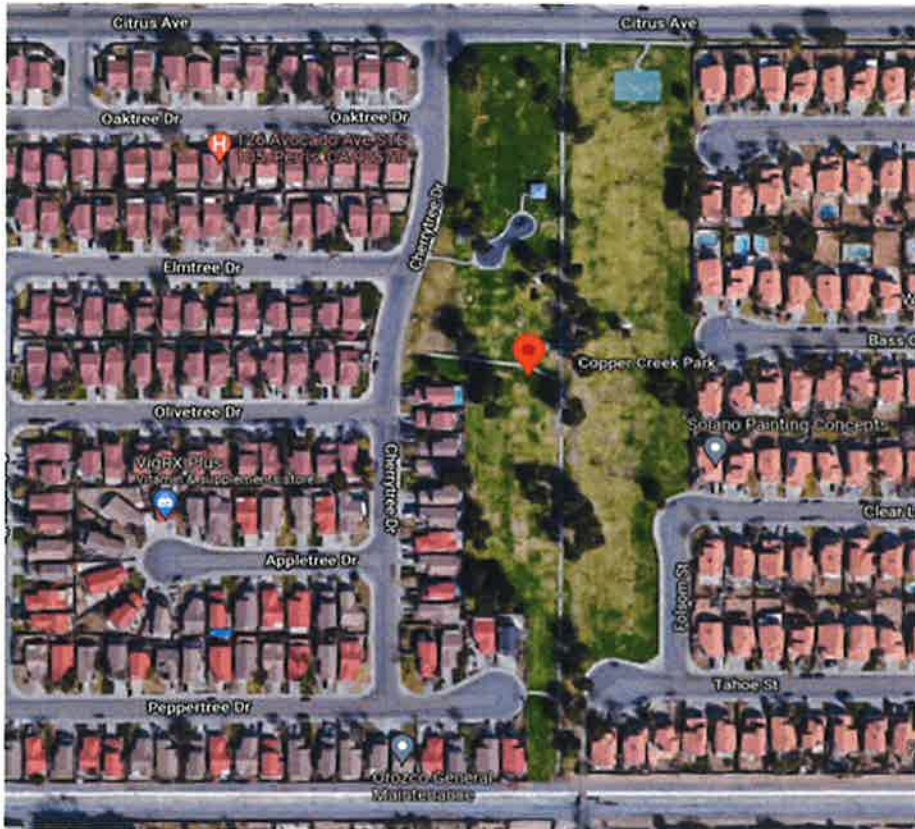
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

December 12, 2023, through December 31, 2024.

Attachment 2

Copper Creek Park Renovation – CIP P057 Budget Sheet FY 2023/24



P057-Copper Creek Park Renovation



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 12, 2023

SUBJECT: Perris Valley Storm Drain Channel Trail - Phase 2, Segment 1 (CIP P040)

REQUESTED ACTION: Approve the plans and specifications for the Perris Valley Storm Drain Channel Trail – Phase 2, Segment 1; Award Public Works Construction Contract to L.C. Paving & Sealing, Inc. for \$2,542,178.00; Reject all other bids; and authorize 10% of the Bid Amount for Inspection, Construction, Administration, Testing and Survey, and 15% of the Bid Amount for Construction Contingencies; and authorize City Manager to execute the Public Works Construction Contract.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

The Perris Valley Storm Drain Channel Trail Phase 2 (Project), Segment 1 is to provide the public with alternative modes of transportation and access to walk, jog, or pedal along the trail, improving overall health and enhancing public safety, reducing greenhouse gases, and enhancing livability in communities.

The Project proposes implementation of one of the City of Perris Trail Master Plan projects, the Perris Valley Storm Drain Channel Trail Phase 2 to be completed in two segments. Segment 1 will construct 2.1 mile multi-use non-lighted trail (Project) parallel to the Perris Valley Storm Drain Channel extending from Nuevo Road to 200 feet north of I-215. The Project includes the construction of bicycle and pedestrian trails, solar-powered pedestrian signal crossings, reconstruction of the existing curb ramps, concrete median modifications, and construction of a pedestrian bridge crossing over the Metz Channel. Segment 2, with similar construction features will construct the remaining Project from 200 feet north of I-215 to the South Perris Metrolink Station, north of Case Road.

The Project was presented before the Park and Recreation Committee on April 19, 2023 and on October 10, 2023 City Council approved the allocation of funds as part of Fiscal Year 2023-2024 Capital Improvement Budget.

On July 13, 2023, the Project's construction federal authorization was secured from Caltrans; funding was provided through the Active Transportation Program Cycle 3, in the amount of \$2,243,000.

Following the construction federal authorization, the City advertised for the Notice Inviting Bids on September 21, 2023, in activebidder.com, as well as in *Perris Progress*. Bids were received on November 13, 2023, resulting in five bids ranging from \$2,542,178.00 to \$3,999,852. The engineer's estimate was \$2,361,700.

City staff has reviewed the bids submitted and recommends the public works contract award to L.C. Paving & Sealing, Inc., the lowest responsive/responsible bidder in the amount of \$2,542,178.00, plus 15% contingency, for a total amount not to exceed \$2,923,504.70. Funding authorization for construction engineering/management in the amount of \$254,217.80 is also part of this project award (for a maximum contract award not to exceed \$3,177,722.50).

L.C. Paving & Sealing has completed public works projects in the city, and their work is satisfactory. The Project duration is 120 working days.

BUDGET (or FISCAL) IMPACT:

There is no impact to the general fund. Sufficient funding is included in the City's Capital Improvement Program FY 2023/24, with a combination of Caltrans federal ATP funding in the amount of \$2,243,000, and Industrial Park DIF in the amount of \$934,722.50, for a total funding authorization not to exceed, \$3,177,722.50.

Prepared by: John Pourkazemi, City Engineer
Sabrina Chavez, Director of Community Services

REVIEWED BY:

City Attorney _____
Assistant City Manager MB
Deputy City Manager _____

- Attachment:
1. Vicinity Map
 2. CIP P040
 3. Project Plans and Specifications – due to size, the Project Plans and Specifications are available on file at the City Clerk's Office or at this link: <https://www.cityofperris.org/government/city-council/council-meetings>
 4. Lowest Bidder Package
 5. Public Works Construction Contract
 6. Bid Results

Consent: X
Public Hearing:
Business Item:
Other:

Attachment 1

Perris Valey Storm Drain Channel Tr. Ph 2 (CIP P040)
Vicinity Map

**BICYCLE/ PEDESTRIAN PATH PLAN
 PERRIS VALLEY STORM DRAIN CHANNEL - PHASE II SEGMENT 1 & 2
 VICINITY MAP**



LEGEND:

- ■ ■ ■ ■ TRAIL SEGMENT 1 (COST ESTIMATE: \$2,548,000)
- ■ ■ ■ ■ TRAIL SEGMENT 2 (COST ESTIMATE: \$2,400,000)



TRI LAKE
 CONSULTANTS, INC.
 CITY ENGINEER
 S.C. - DATE: 02-13-2023



Attachment 2

**Perris Valey Storm Drain Channel Tr. Ph 2 (CIP P040)
FY 2023/24 Approved Budget**

CITY OF PERRIS

Capital Improvement Program Project Details



Project Number: P040
 Project Title: Perris Valley Storm Channel Trail Phase II
 Managing Department: City Engineer

Project Description and/or Justification:

This project is the second phase of a 7 mile long multiuse trail that runs along the Perris Valley Storm Channel. This phase extends from Nuevo Road to Case Road.



Original Budget: 3,204,000
 Budget Amendments: 127,210
 Total Project Costs: 934,531
 Available Funds: 2,396,679

Project Dates:
 Begin: FY 17/18
 Completion:
Total Budget Additions (Deletions): 3,000,000

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Proposed Plan 2025/2026	Proposed Plan 2026/2027	Total
State Grant	119	2,279,785	-	-	-	-	\$ 2,279,785
DIF - DA Fee	163	116,894	-	-	-	-	\$ 116,894
DIF - Industrial Park	163		3,000,000				\$ 3,000,000
							\$ -
							\$ -
Total:		2,396,679	3,000,000	-	-	-	\$ 5,396,679

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2017/18	Adopted Budget - DA Fee	200,000		200,000
2018/19	Adopted Budget - ATP Grant	3,004,000		3,204,000
2022/23	Budget Amend.- Indus. Park DIF		127,210	3,331,210
2023/24	Industrial Park DIF		3,000,000	6,331,210
				6,331,210
				6,331,210
	The city was awarded \$3,004,000 from Caltrans Grant for Phase II of project P040 but has not yet received authorization to spend the approved contract funds. We will adopt a budget for the Caltrans grant once we receive authorization.			6,331,210
				6,331,210
				6,331,210
				6,331,210
				6,331,210
				6,331,210
Total:		\$ 3,204,000	\$ 3,127,210	\$ 6,331,210

P-40

As of 6/30/2023

Attachment 3

Perris Valey Storm Drain Channel Tr. Ph 2 (CIP P040)
Plans and Specs

Due to the size of the documents they are on file in the City Clerk's office or
available at this link:

<https://www.cityofperris.org/government/city-council/council-meetings>

Attachment 4

Perris Valey Storm Drain Channel Tr. Ph 2 (CIP P040)
Bid Package

ADDENDUM # 1

CITY OF PERRIS Perris Valley Storm Drain Channel Tr. Ph 2, Segment 1 FPN ATPSB1L-5198(019) (CITY CIP P040)


October 10, 2023

The following addendum is hereby made regarding the specifications and improvement plans for the above project:

- 1) Addendum #1 plan sheets are signed by City Engineer – there is no change to the plans previously posted on activebidder.com.
- 2) City of Perris Public Works Agreement Changes:
 - a. The City of Perris has revised the Public Works Agreement template. This new version of the Perris Public works Agreement will be executed with a successful contractor after the contract is awarded.
- 3) DBE resources to achieve 22% DBE Goal:
 - a. Search the California Unified Certification Program database (CUCP) <https://caltrans.dbesystem.com> to find DBE firms for sub-contracting opportunities.
 - b. LAPM Exhibit 15-G, Construction Contract DBE **commitment must be completed and submitted with bid package.**
 - c. LAPM Exhibit 15-H, Contractor Good Faith Effort **must be completed and submitted with the bid package.**

Bid Submittal date remains November 13, 2023, by 2:00 p.m.

This signed Addendum must accompany your Bid on Active Bidder:



Contractor

11/13/2023

Date

LC Paving & Sealing Inc

Company Name

ADDENDUM # 2

CITY OF PERRIS Perris Valley Storm Drain Channel Tr. Ph 2, Segment 1 FPN ATPSB1L-5198(019) (CITY CIP P040)

October 19, 2023

The following addendum is hereby made regarding the specifications and improvement plans for the above project:

- 1) Caltrans Local Assistance Procedure Manual Exhibit 12-G, Federal Required Contract Language reflecting October 2023 updates, as well as FHWA 1273, Revised October 2023.

Bid Submittal date remains November 13, 2023, by 2:00 p.m.

This signed Addendum must accompany your Bid on Active Bidder:



Contractor

11/13/2023

Date

LC PAVING & SEALING INC

Company Name

Bicycle/Pedestrian Path Perris Valley Storm Drain Channel - Phase II Segment I Project

Post Date: 09/21/2023 20:19 PDT

Due Date: 11/13/2023 before 14:00 PST

Estimated Value: \$2,361,700

1. Apparent low bidder details for: Wittenberg, Shawn / LC Paving & Sealing, Inc.

1) Bicycle/Pedestrian Path Perris Valley Storm Drain Channel - Phase II Segment I Project

Item	UM	Qty	Unit Pricing	Item Total	
BID ITEMS					
1	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	\$80,000	\$80,000
2	TRAFFIC CONTROL SYSTEM	LS	1	\$55,000	\$55,000
3	SWPPP	LS	1	\$47,000	\$47,000
4	DUST CONTROL	LS	1	\$27,000	\$27,000
5	UTILITY COORDINATION, VERIFICATION, AND POTHOLING	LS	1	\$18,500	\$18,500
			Subtotal		\$227,500
IMPROVEMENTS					
1	EXCAVATION, EARTHWORK, CONCRETE REMOVAL, CLEAR AND GRUBB	LS	1	\$245,000	\$245,000
2	SURVEY AND STAKING SERVICES	LS	1	\$84,000	\$84,000
3	MATERIAL TESTING	LS	1	\$28,000	\$28,000
4	3" A.C. PAVEMENT	TON	1,783	\$130	\$231,790
5	3" AGGREGATE BASE-CLASS 2	CY	917	\$88.5	\$81,154.5
6	3" STABILIZED DG	CY	660	\$170	\$112,200
7	2" CRUSHED AGGREGATE BASE	CY	400	\$121	\$48,400
8	CONSTRUCT 6"X12" CONCRETE MOW CURB	LF	21,122	\$16.5	\$348,513
9	INSTALL REMOVABLE BOLLARD PER DETAIL ON SHEET 3	EA	7	\$950	\$6,650
10	INSTALL TRAIL MARKER PER DETAIL ON SHEET 3	EA	4	\$640	\$2,560
11	INSTALL MESSAGE BOARD PER DETAIL ON SHEET 3	EA	1	\$7,400	\$7,400
12	INSTALL TRASH RECEPTACLE PER DETAIL ON SHEET 3	EA	4	\$1,600	\$6,400
13	INSTALL MILE POST MARKER PER DETAIL ON SHEET 3	EA	4	\$3,000	\$12,000
14	INSTALL BIKE REPAIR STATION WITH PUMP AND VINYL DECAL PER DETAIL ON PLAN SHEET 3	EA	2	\$3,700	\$7,400
15	CONSTRUCT RESIDENTIAL DRIVEWAY PER RIVERSIDE CO. STD. PLAN NO. 213	EA	4	\$6,450	\$25,800
16	RELOCATE EXISTING SWING GATE	EA	1	\$8,600	\$8,600
17	CONSTRUCT CURB RAMP PER PLAN	EA	4	\$4,500	\$18,000
18	REMOVE AND DISPOSE EXISTING SIDEWALK	SF	277	\$14	\$3,878

Bicycle/Pedestrian Path Perris Valley Storm Drain Channel - Phase II Segment I Project

Post Date: 09/21/2023 20:19 PDT

Due Date: 11/13/2023 before 14:00 PST

Estimated Value: \$2,361,700

1. Apparent low bidder details for: Wittenberg, Shawn / LC Paving & Sealing, Inc.

1) Bicycle/Pedestrian Path Perris Valley Storm Drain Channel - Phase II Segment I Project

Item	UM	Qty	Unit Pricing	Item Total
19 REMOVE AND DISPOSE EXISTING CURB & GUTTER	LF	174	\$45	\$7,830
20 REMOVE AND DISPOSE EXISTING FENCE	LF	70	\$56	\$3,920
21 RELOCATED EXISTING SIGN	EA	1	\$300	\$300
22 REMOVE AND DISPOSE EXISTING PAVEMENT BASE AND SUBGRADE SECTION	SF	140	\$28.5	\$3,990
23 GRIND EXISTING PAVEMENT (1.5" MIN.)	SF	315	\$24.5	\$7,717.5
24 INSTALL A.C. OVERLAY (1.5" MIN.)	TON	3	\$1,150	\$3,450
25 CONSTRUCT FULL DEPTH A.C. 8" MIN.	TON	7	\$785	\$5,495
26 SAWCUT EXISTING PAVEMENT	LF	140	\$8.5	\$1,190
27 INSTALL 12" R.C.P.	LF	48	\$750	\$36,000
28 INSTALL MSCHP CONSERVATION AREA SIGN (EAST SIDE ONLY) PER DETAIL ON SHEET 3	EA	20	\$785	\$15,700
29 INSTALL SWING GATE PER RCFC & WCD STD. DWG. NO. M820	EA	1	\$9,300	\$9,300
30 INSTALL TRUNCATED DOMES PER RIVERSIDE COUNTY STD. PLAN NO. 403	SF	185	\$55	\$10,175
31 REMOVE AND DISPOSE OF EXISTING MEDIAN COBBLESTONE	SF	155	\$25	\$3,875
32 REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY	SF	940	\$8.5	\$7,990
33 INSTALL CONCRETE FLARED END SECTION PER CALTRANS STD. PLAN D94B	EA	4	\$4,750	\$19,000
34 BRIDGE CROSSING AT METZ CHANNEL COMPLETE IN PLACE	LS	1	\$226,000	\$226,000
35 LANDSCAPING AND IRRIGATION INCLUDING MAINTENANCE	LS	1	\$124,000	\$124,000
36 SIGNING, STRIPING, AND PAVEMENT MARKING	LS	1	\$61,000	\$61,000
37 PEDESTRIAN TRAFFIC SIGNAL	EA	2	\$245,000	\$490,000
			Subtotal	\$2,314,678
			Project Total	\$2,542,178

Subcontractor information for: Wittenberg, Shawn / LC Paving & Sealing, Inc.

Subcontractor	License #	Portion	Amount
1 DBX Inc	240547	Line Item 42	\$442,500

Bicycle/Pedestrian Path Perris Valley Storm Drain Channel - Phase II Segment I Project

Post Date: 09/21/2023 20:19 PDT

Due Date: 11/13/2023 before 14:00 PST

Estimated Value: \$2,361,700

Subcontractor information for: Wittenberg, Shawn / LC Paving & Sealing, Inc.

Subcontractor	License #	Portion	Amount
42024 Avenida Alvarado Suite A Temecula, CA			
2 Landmark Consulting 4373 Viewridge Ave Suite A San Diego , CA	PLS 4878	Line Item 7	\$90,000
3 JMN landscape construction 12362 Baja Panorama Santa Ana, California 92705	582487		\$257,779
4 Chrisp Co Bloomington , CA	374600	Line Items 26, 33, 41	\$61,352.25

Bicycle/Pedestrian Path Perris Valley Storm Drain Channel - Phase II Segment I Project

Post Date: 09/21/2023 20:19 PDT

Due Date: 11/13/2023 before 14:00 PST

Estimated Value: \$2,361,700

File attachment details for: Wittenberg, Shawn / LC Paving & Sealing, Inc.

File name	Description	Type	Size	Notes
Bid Package Complete	Additional	pdf	5.1 MB	

BID FORM

Bid Date: November 13, 2023
Time: 2:00 p.m.
Place: Active Bidder Website
Project: City of Perris' Bicycle / Pedestrian Path Perris Valley Storm Drain Channel
– Phase II Segment I Project

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 L.C. Paving & Sealing, 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 January 8, 2024, and to fully complete all work on or before the 120th working day 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 \$1,000.00 (one thousand 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 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. 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 Labor and Materials Payment Bond, Contract Performance Bond, and 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, Bond, 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.

The bidder IC Paving & Sealing Inc proposed subcontractor _____ 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.


Name _____ Date 11/13/2023

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. 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 Labor and Materials Payment Bond, Contract Performance Bond, and 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, Bond, 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.

The bidder L. C. Rawnsby's Surveying proposed subcontractor Landmark Consulting 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.


Name _____ Date 11/13/2023

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. 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 Labor and Materials Payment Bond, Contract Performance Bond, and 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, Bond, 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.

The bidder L.C. Rowing & Sea Craft Inc proposed subcontractor Chrisp Co. 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.


Name _____ Date 11/13/2023

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. 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 Labor and Materials Payment Bond, Contract Performance Bond, and 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, Bond, 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.

The bidder L.C. Parviz's Seal & Sign, proposed subcontractor Tom Gilmer Construction hereby certifies that he has 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.


Name _____ Date 11/13/2023

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. 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 Labor and Materials Payment Bond, Contract Performance Bond, and 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, Bond, 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.

The bidder L.C. Paunoy's, Selang Inc., proposed subcontractor DBX, Inc., 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.


Name

11/13/2023
Date

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.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the Bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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


Shawn Withenborg 11/7/2023
Name (please print) Date of Inspection

Bidder acknowledges receipt of the following Addenda:

Addendum #1 Dated 10/10/23
ADDENDUM #2 Dated 10/19/23

Dated _____

Dated _____



Bidder's Signature

621610

Contractor's California
License No.

A, B, C-12

Type of License

JOSE SALINAS & LOUIE LABRADA

Name of License Holder

8/31/2023

Expiration Date

Contact Information:

Company Name: IC Paving & Sealing, Inc

Contact Person: Jose Salinas

Title: President, Vice President, & Secretary

Company Address: 620 Alpine Way

Escorpidio CA 92029

Phone Number: 760-752-1743

Fax Number: 760-752-1674

**City of Perris' Bicycle / Pedestrian Path Perris Valley Storm Drain Channel – Phase II
Segment I Project (CIP # P-040)**

Bid Schedule

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT Price	Amount
1	MOBILIZATION, DEMOBILIZATION, AND FINAL CLEANUP	LS	1	\$ 80,000.00	\$ 80,000.00
2	TRAFFIC CONTROL SYSTEM	LS	1	\$ 55,000.00	\$ 55,000.00
3	SWPPP	LS	1	\$ 47,000.00	\$ 47,000.00
4	DUST CONTROL	LS	1	\$ 27,000.00	\$ 27,000.00
5	UTILITY COORDINATION, VERIFICATION, AND POTHOLING	LS	1	\$ 18,500.00	\$ 18,500.00
IMPROVEMENTS					
6	EXCAVATION, EARTHWORK, CONCRETE REMOVAL, CLEAR AND GRUBB	LS	1	\$ 245,000.00	\$ 245,000.00
7	SURVEY AND STAKING SERVICES	LS	1	\$ 84,000.00	\$ 84,000.00
8	MATERIAL TESTING	LS	1	\$ 28,000.00	\$ 28,000.00
9	3" A.C. PAVEMENT	TON	1,783	\$ 130.00	\$ 231,790.00
10	3" AGGREGATE BASE-CLASS 2	CY	917	\$ 88.50	\$ 81,154.50
11	3" STABILIZED DG	CY	660	\$ 170.00	\$ 112,200.00
12	2" CRUSHED AGGREGATE BASE	CY	400	\$ 121.00	\$ 48,400.00
13	CONSTRUCT 6"X12" CONCRETE MOW CURB	LF	21,122	\$ 16.50	\$ 348,513.00
14	INSTALL REMOVABLE BOLLARD PER DETAIL ON SHEET 3	EA	7	\$ 950.00	\$ 6,650.00
15	INSTALL TRAIL MARKER PER DETAIL ON SHEET 3	EA	4	\$ 640.00	\$ 2,560.00
16	INSTALL MESSAGE BOARD PER DETAIL ON SHEET 3	EA	1	\$ 7,400.00	\$ 7,400.00
17	INSTALL TRASH RECEPTACLE PER DETAIL ON SHEET 3	EA	4	\$ 1,600.00	\$ 6,400.00
18	INSTALL MILE POST MARKER PER DETAIL ON SHEET 3	EA	4	\$ 3,000.00	\$ 12,000.00
19	INSTALL BIKE REPAIR STATION WITH PUMP AND VINYL DECAL PER DETAIL ON PLAN SHEET 3	EA	2	\$ 3,700.00	\$ 7,400.00
20	CONSTRUCT RESIDENTIAL DRIVEWAY PER RIVERSIDE CO. STD. PLAN NO. 213	EA	4	\$ 6,450.00	\$ 25,800.00
21	RELOCATE EXISTING SWING GATE	EA	1	\$ 8,600.00	\$ 8,600.00
22	CONSTRUCT CURB RAMP PER PLAN	EA	4	\$ 4,500.00	\$ 18,000.00
23	REMOVE AND DISPOSE EXISTING SIDEWALK	SF	277	\$ 14.00	\$ 3,878.00

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT Price	Amount
24	REMOVE AND DISPOSE EXISTING CURB & GUTTER	LF	174	\$ 45.00	\$ 7,830.00
25	REMOVE AND DISPOSE EXISTING FENCE	LF	70	\$ 56.00	\$ 3,920.00
26	RELOCATE EXISTING SIGN	EA	1	\$ 300.00	\$ 300.00
27	REMOVE AND DISPOSE EXISTING PAVEMENT BASE AND SUBGRADE SECTION	SF	140	\$ 28.50	\$ 3,990.00
28	GRIND EXISTING PAVEMENT (1.5" MIN.)	SF	315	\$ 24.50	\$ 7,717.50
29	INSTALL A.C. OVERLAY (1.5" MIN.)	TON	3	\$ 1,150.00	\$ 3,450.00
30	CONSTRUCT FULL DEPTH A.C. 8" MIN.	TON	7	\$ 785.00	\$ 5,495.00
31	SAWCUT EXISTING PAVEMENT	LF	140	\$ 8.50	\$ 1,190.00
32	INSTALL 12" R.C.P.	LF	48	\$ 750.00	\$ 36,000.00
33	INSTALL MSCHP CONSERVATION AREA SIGN (EAST SIDE ONLY) PER DETAIL ON SHEET 3	EA	20	\$ 785.00	\$ 15,700.00
34	INSTALL SWING GATE PER RCFC & WCD STD. DWG. NO. M820	EA	1	\$ 9,300.00	\$ 9,300.00
35	INSTALL TRUNCATED DOMES PER RIVERSIDE COUNTY STD. PLAN NO. 403	SF	185	\$ 55.00	\$ 10,175.00
36	REMOVE AND DISPOSE OF EXISTING MEDIAN COBBLESTONE	SF	155	\$ 25.00	\$ 3,875.00
37	REMOVE AND DISPOSE OF EXISTING CONCRETE DRIVEWAY	SF	940	\$ 8.50	\$ 7,990.00
38	INSTALL CONCRETE FLARED END SECTION PER CALTRANS STD. PLAN D94B	EA	4	\$ 4,750.00	\$ 19,000.00
39	BRIDGE CROSSING AT METZ CHANNEL COMPLETE IN PLACE	LS	1	\$ 226,000.00	\$ 226,000.00
40	LANDSCAPING AND IRRIGATION INCLUDING MAINTENANCE	LS	1	\$ 124,000.00	\$ 124,000.00
41	SIGNING, STRIPING, AND PAVEMENT MARKING	LS	1	\$ 61,000.00	\$ 61,000.00
42	PEDESTRIAN TRAFFIC SIGNAL	EA	2	\$ 245,000.00	\$ 490,000.00

SCHEDULE 1 - TOTAL ITEMS 1-42:

\$ 2,542,178.00

(Figures)

Two Million Five Hundred Forty-Two Thousand One Hundred Seventy Eight Dollars and Zero Cents

Written Total Schedule 1 (Bid Items 1-42)

Written Amount (Continued)

Please note the following regarding bids:

- Award will be based upon lowest total of all bid items (1-42) submitted to the Active Bidder website
- Bid shall include all sales tax, and other taxes and fees.
- Bid is for Project complete-in-place
- Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).
- Quantities bid documents shall include list of subcontractors and manufacturer items.
- Bid Bond, Contractor, and subcontractors registration form(s) and other documents required at the time of bid submittal.

SCOPE OF WORK

Quotation Date:
 Bid Date: 11/13/23
 Expiration Date:
 Project No.: 653931

PROJECT: City of Perris Bicycle and Pedestrian Path

Item	Description
------	-------------

1	Prefabricated steel truss pedestrian bridge superstructure with features as described below:	Freight Included
---	--	------------------

Bridge Model: Pedestrian Truss Bridge - Connector - Half Through H Section - Parallel Chords - Pratt Diagonals
Length: 32 ft. (out to out dimension)
Width: 13 ft. (clear between inside face of top chords)
Design Code: AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges 9th Edition
Design Vehicle: H10
Live Load: 90 psf. *People*
Number of Pieces: 1
Finish: A847/A588 (Weathering) SP7
Bridge Decking: G-90 deck forms are shop-installed ready to receive a field-poured reinforced concrete deck by others.
Railing Type: Horizontal L1.25x1.25x1/8 Safety Rails with 4-inch maximum openings.
Railing Height: 48 Inches
Included Options: 5/4x6 IPE Rub Rail, C4x1x10 Ga Toe Rail, Cover Plate
Bearings: Contech Designed Bearings are included: Steel on Steel
Preliminary Superstructure Weight: 7,210 lbs.

Shop drawings will be provided, signed, and sealed by a Professional Engineer registered in the State of CA.

Special Considerations:

- Top of deck to low steel dimension is 22".
- Bridge grade differential is assumed to be 0 at both ends and no skew.
- 6"x12" Concrete Mowcurb.

*A deep feed
 Kalam Subr
 11/27/23
 No substitution is allowed.

To ensure quality standards are followed, Contech holds the following certifications:

- In the United States we are certified under the AISC Quality Certification Program for Simple, Major, and Advanced (ABR) Steel Bridges with Fracture Critical and Sophisticated Paint endorsements.

Lead time for submittal drawings and calculations is 10-12 weeks from formal notice to proceed and receipt of all necessary project information. Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, material availability, and other supply chain issues, fabrication lead time will be communicated upon receipt of approved submittals.



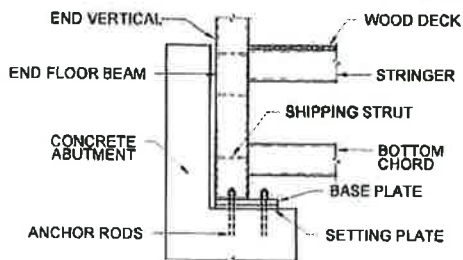
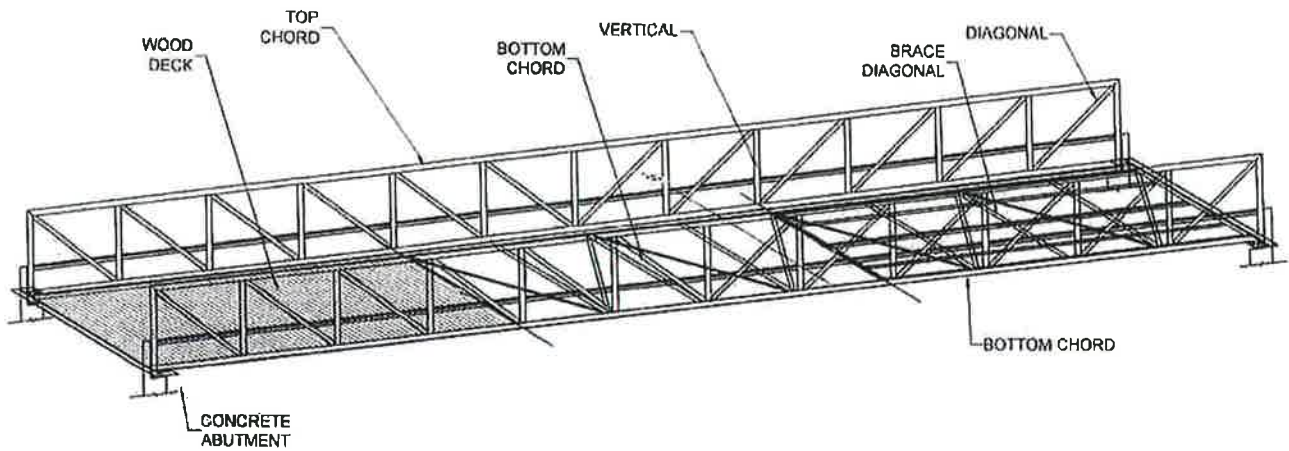
Dimension & Weight Disclaimer:

- All dimensions and weights listed in this proposal are approximate and are subject to change upon final design parameters and customer approval of engineered submittal drawings.
- Do not base the selection and/or mobilization of installation equipment off approximate dimensions and weights.
- Final dimensions and weights will be noted on customer approved submittal drawings.

The following items are not included with this proposal:

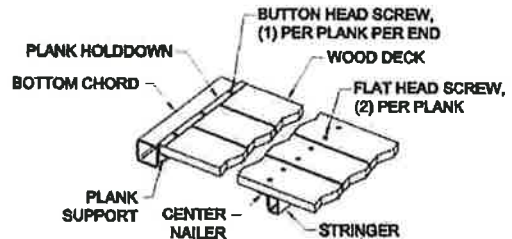
- third party inspections at any time during the project duration,
- design, excavation and construction of bridge abutments,
- anchor bolt design, supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck (if applicable),
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax
- approach rail,
- expansion/sealed or compression joints,
- UT or RT testing,
- fracture critical consideration,
- bridge grade or skewed ends.

Pedestrian Truss Bridge Details

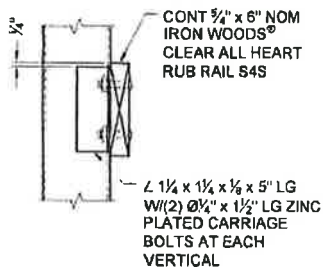


BEARING SIDE VIEW

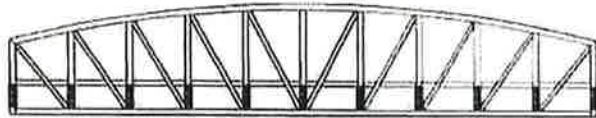
INFORMATION PROVIDED FOR REPRESENTATION ONLY
ACTUAL BEARING DIAGRAMS TO BE BASED ON FINAL DESIGN



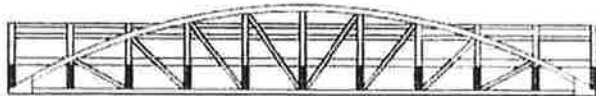
WOOD DECK DETAIL



Typical Truss Styles



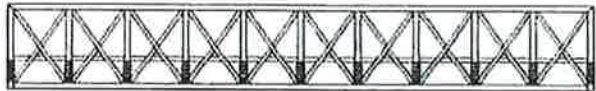
Capstone® Modified Bow Truss



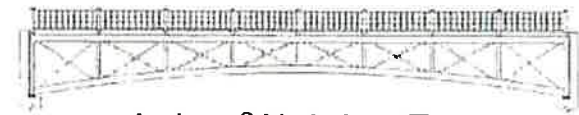
Keystone® Bow Truss



Connector® Standard Truss



Link® X-Brace Truss



Archway® Underhung Truss

Typical Shipping Splices



Up to 70 feet

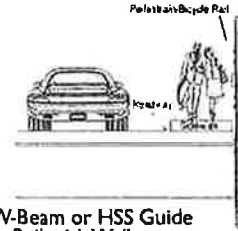


70 feet to 135 feet

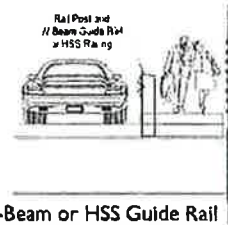


135 feet to 160 feet

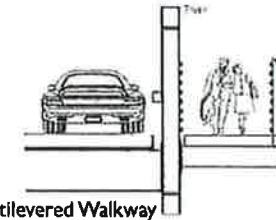
Typical Sidewalk and Railing Arrangements



W-Beam or HSS Guide Rail with Walkway

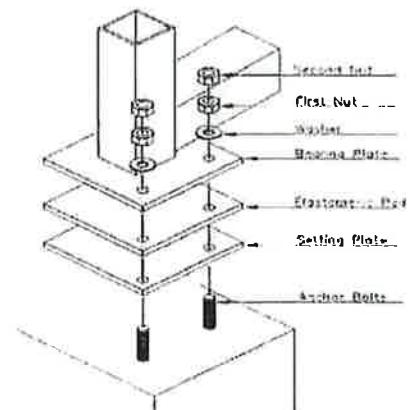


W-Beam or HSS Guide Rail with Post and Walkway

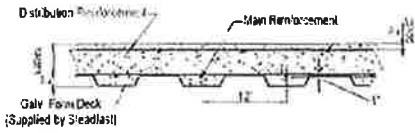


Cantilevered Walkway

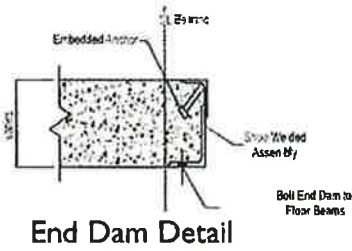
Bearing Details



Concrete Floor Connections



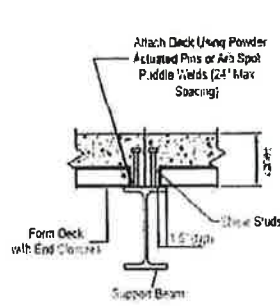
Concrete Deck Reinforcing



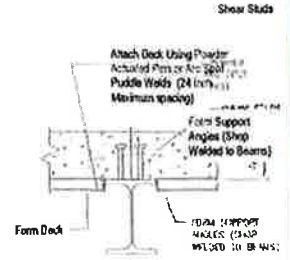
End Dam Detail



Form Deck

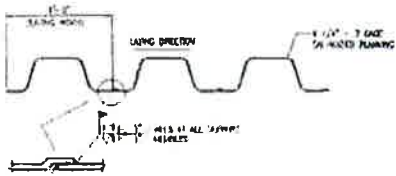


Section View Option #1

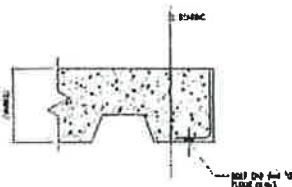


Section View Option #2

Asphalt Floor Connections

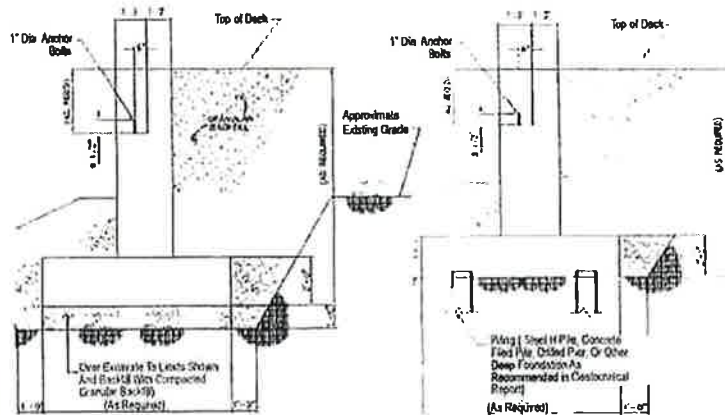


Concrete Deck Reinforcing



End Dam Detail

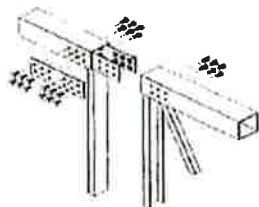
Foundations



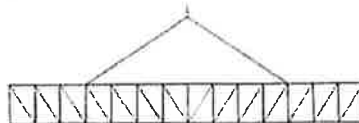
Soil Supported

Pile Supported

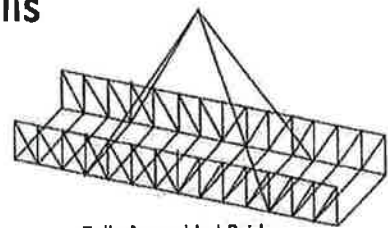
Typical Installation Details



Bolted Splice/Connection Detail



Fully Assembled Truss Only (top chord lift)

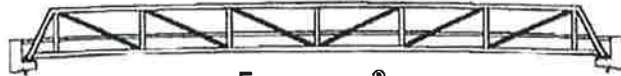


Fully Assembled Bridge (bottom panel point)

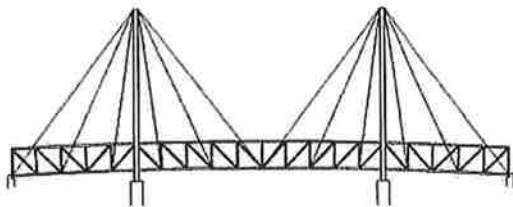
Additional Pedestrian Truss Styles



Gateway®

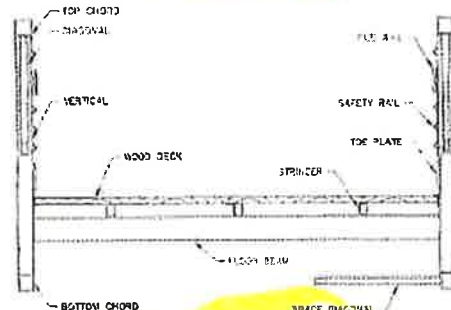


Expressway®

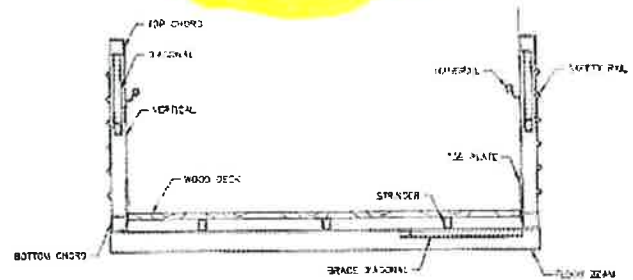


Cable Stayed

Section Views

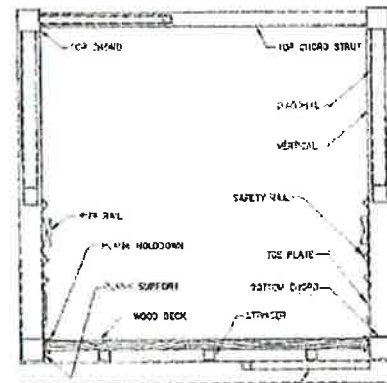
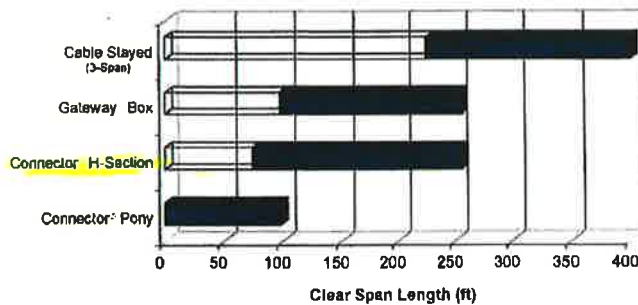


Connector® - H-Section



Connector® - Underhung Floor

Optimum Pedestrian Bridge System Types



Gateway® - Through Box

For Pedestrian Truss Bridges

Material & Finishes:

Steel Types Used (50 ksi material):

- A588 Weathering or A847 (Pedestrian Only)
- A500 Painted (Pedestrian Only)
- A572 Painted (2 Coat and 3 Coat (Zinc Rich Primer) - Any Color)
- A572 Galvanized (35-year Limited Warranty)
- A325 Galvanized or Type 3 Weathering (Bolts Provided)
- A307 Galvanized Anchor Bolts are Specified (By Contractor)

Design Specifications:

- AISC
- AASHTO Standard Specifications for Highway Bridges
- AASHTO Guide Specifications for Pedestrian Bridges
- AWS D1.1, D1.5

Manufacturing/Installation Specifications:

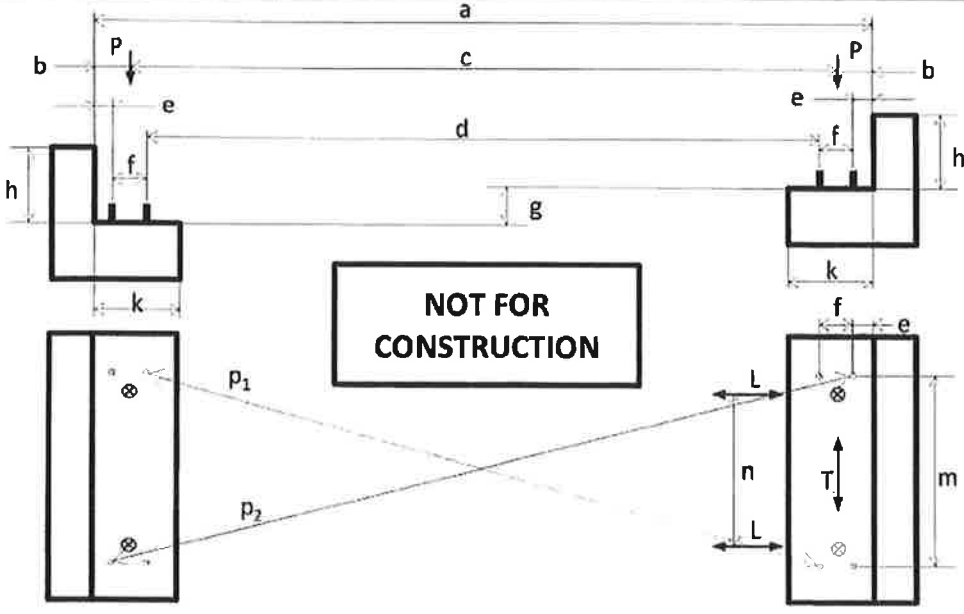
- AISC Shop Certification
 - Fracture Critical Endorsement
 - Sophisticated Paint Endorsement
- AWS



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	Project: City of Perris Bicycle/Pedestrian Path	By: Engineer
	Job No.: 653931	Date: 10/20/2023
	Subject: PRELIMINARY ANCHOR BOLT LAYOUT & BEARING REACTIONS	Page: 1 of 1



Location	Dimensions
a	32 ft - 2 in
b	0 ft - 2 1/2 in
c	31 ft - 9 in
d	30 ft - 7 in
e	0 ft - 3 1/2 in
f	0 ft - 6 in
g	0 ft - 0 in
h _b (min)	2 ft - 1 3/4 in
h _s (min)	2 ft - 2 in
k (min)	1 ft - 3 in
m	12 ft - 2 1/2 in
n	13 ft - 5 in
P ₁	32 ft - 11 3/16 in
P ₂	33 ft - 10 5/16 in

Bearing Reactions	P (lb)	T (lb)	L _T (lb)	L _S (lb)
Dead (DC)	8300			
Dead (DW) (0 psf)	0			
Live (PL) (90 psf)	9400			
Vehicle (LL) (H10)	11300			
Wind (WS) (110 mph)	+/-800	3600		
Overturing (WS _{WW}) (20 psf)	-3100			
Overturing (WS _{VL}) (20 psf)	-1100			
Stream (WA) (0.67 fps)	+/-100	100		
Snow (SL) (0 psf)	0			
Thermal (TU) (35% of DL)			3000	
Seismic (EQ)	TBD	TBD		TBD

Out to Out Length of Bridge = 32 ft - 1/2 in
 Out to Out Width of Bridge = 13 ft - 11 in

Notes:
 h_b is Backwall height, h_s is step height to TOD
 P - Vertical Load each Bearing
 T - Transverse Load each Abutment
 L_T - Longitudinal Thermal Load Each Bearing (4 Per Bridge)
 L_S - Longitudinal Seismic Load Each Fixed Bearing (2 Per Bridge)
 WS_{WW} - Overturing on Windward Truss
 WS_{VL} - Overturing on Leeward Truss
 All Bearing Reactions are unfactored.
 Seismic Bearing Reactions include an R of 1.0

Total Lifting Weight of Bridge = 7200 lb

Seismic Loading Parameters:
 Design Code: AASHTO Section 3.10
 Site Class: TBD
 PGA = TBD
 S_s = TBD
 S₁ = TBD

Anchor Bolt Requirements:
 Diameter = 1 in
 Projection = 4.5 in
 ASTM F1554 Gr. 105

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, LC Paving & Sealing, Inc. _____ as Principal, and Developers Surety and Indemnity Company _____ as Surety, are hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of Ten Percent (10%) of Amount Bid

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).

Signed, this 9th day of November, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**CITY OF PERRIS' PERRIS VALLEY STORM DRAIN CHANNEL TRAIL,
PHASE II, SEGMENT 1 (PROJECT)**

NOW, THEREFORE,

- A. If said Bid shall be rejected, or**
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.**

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**Two Witnesses
(If Individual):**

PRINCIPAL: LC Paving & Sealing, Inc.

By: 

Title: President

ATTEST (If Corporation):

By: 

Title: op. Manager

(Corporate Seal)

SURETY: Developers Surety and Indemnity Company

ATTEST:

By: 

Title: Vice President

By: 

Title: Lawrence F. McMahon, Attorney-in-Fact

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THIS IS A REQUIRED FORM

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On Nov. 13, 2023 before me, Marisa Haas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Marisa Haas (Seal)

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Developers Surety and Indemnity Company

800 Superior Avenue E., 21st Floor

Cleveland, OH 44114

**(Name and Address of Agent
or Representative for
service of process in
California, if different
from above)**

Alliant Insurance Services, Inc.

701 B Street, 6th Floor

San Diego, CA 92101

**(Telephone Number of Surety
and Agent or Representative
for service of process in
California)**

Surety: (866) 363-2642 Agent: (619) 238-1828

ACKNOWLEDGMENT

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

State of California
County of San Diego)

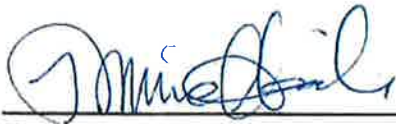
On November 9, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Lawrence F. McMahon, John R. Qualin, Sarah Myers, Tara Bacon, Maria Hallmark and Minna Huovila, of San Diego, CA

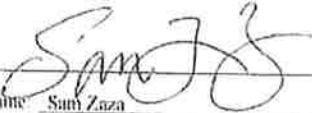
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 1, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations, and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:


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

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By:  Barry W. Moses, Assistant Secretary
DB6415E7ADE548C

POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

Signed and sealed this 9th day of November, 2023

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted
Chrisp Company 2280 S Lilac Bloomington CA	374600	Signage & Striping	26,33,41	100%
Jon Gilmer Construction 12362 Baja Panorama Santa Ana CA	582487	Landscaping Items	11-12 & 40	100%
DBX, Inc. 42024 Avenida Alvarado Suite A Temecula CA	240547	Pedestrian Traffic Signal	42	100%
Landmark Consulting 4373 Viewridge Ave Suite A San Diego CA	PLS # 4878	Surveying & Construction Staking	7	100%

(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 L.C. Paving & Sealing, Inc., proposed subcontractor _____, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, 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 (41 CFR 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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder L.C. Paving & Sealing, Inc., proposed subcontractor
Chris Company, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, 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 (41 CFR 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.)

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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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder L.C. Paving & Sealing, Inc., proposed subcontractor
Lonkelmer Construction, hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, 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 (41 CFR 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.)

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder L.C. Paving & Sealing, Inc., proposed subcontractor
DBX, Inc., hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, 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 (41 CFR 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.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder L.C. Paving & Sealing, Inc., proposed subcontractor
Landmark Consulting, hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, 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 (41 CFR 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.

PUBLIC CONTRACT CODE**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of FEOLIS
DEPARTMENT OF PUBLIC WORKS.

In conformance 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 Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion 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 other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

N/A

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.

Notes: 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.

**NONLOBBYING 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 conformance 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, U.S. Code. Any person who fails to file the required certification 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 subrecipients shall certify and disclose accordingly.

N/A

DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev 06-04-90(ENRIFD)

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME Chrisp Company	Line Items 26,33, & 41	\$ 61,352.25	100%	374600	N		< \$1 million
City, State Bloomington CA				1000000306			< \$5 million ✓
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME Jon Gilmer Construction	Line Items 11,12, & 40	\$ 257,779.00	100%	582487	N		< \$1 million
City, State Santa Ana CA				1000878923			< \$5 million ✓
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME DBX Inc	Line Item 42	\$ 442500.00	100 %	240547	N		< \$1 million
City, State Temecula CA				1000004242			< \$5 million ✓
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME Landmark Consulting	Line Item 7	\$ 90,000.00	100%	PLS 4878	N		< \$1 million
City, State San Diego CA				1000005403			< \$5 million ✓
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
City, State							< \$5 million
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
City, State							< \$5 million
							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
City, State							< \$5 million
							< \$10 million
							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: _____

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number			< \$1 million	Age of Firm in years
NAME	N/A						< \$1 million	
City, State							< \$5 million	
NAME							< \$10 million	
City, State							< \$15 million	
NAME							< \$1 million	
City, State							< \$5 million	
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City, State							< \$15 million	
NAME							< \$1 million	
City, State							< \$5 million	
NAME							< \$10 million	
City, State							< \$15 million	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

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 32 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 32 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 & Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed & \$ Amount</u>
<u>PLEASE SEE ATTACHED SHEETS</u>		

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



REFERENCES

CITY OF ENCINITAS
505 S VULCAN AVENUE
ENCINITAS, CA
*ANNUAL CONTRACT \$1,100,000.00

JOHN UGROB
jugrob@encinitasca.gov
760-633-2854

CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586
ADAMS AVENUE STREET IMPROV
\$789,165.20 - MAY 2021

DON SHARP
dsharp@cityofmenifee.us
951.723.3726

CITY OF SAN CLEMENTE
910 CALLE NEGOCIO, STE 100
SAN CLEMENTE, CA 92673
*ALLEY PAVEMENT REHABILITATION PROJECT
\$1,523,458.09 - MAY 2022

GARY VOBORSKY
VoborskyG@san-clemente.org
949.279.9730

CITY OF VISTA
200 CIVIC CENTER DRIVE
VISTA, CA 92084
*2022 PEDESTRIAN MOBILITY
\$467,949.45 - OCT 2022

JASON RIVERA
jrivera@ci.vista.ca.us
760.643.5422

CITY OF HEMET
445 E FLORIDA AVENUE
HEMET, CA 92543
*CDBG 2021/22 ACCESSIBLE SIDEWALK
\$461,852.50 - APRIL 2023

DARYL SCHOLES
DScholes@hemetca.gov
951.765.2361

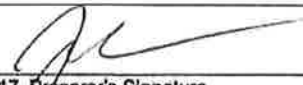
CITY OF SAN CLEMENTE
910 CALLE NEGOCIO, STE 100
SAN CLEMENTE, CA 92673
*CALLE DEL CERRO
\$792,396.00 - OCTOBER 2023

MASAKO HENNEQUIN
hennequinM@san-clemente.org
949.361.6133

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Perris 2. Contract DBE Goal: 22%
 3. Project Description: Bicycle & Pedestrian Pathway Along Perris Valley Storm Drain Channel
 4. Project Location: City of Perris
 5. Bidder's Name: LC Paving & Sealing, Inc 6. Prime Certified DBE: 7. Bid Amount: \$ 2,542,178.00
 8. Total Dollar Amount for ALL Subcontractors: \$ 851,631.00 9. Total Number of ALL Subcontractors: 4

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount
1-6,	All General Construction for the		20499	LC Paving & Sealing Inc,	\$ 1,690,547.00
8-10	Listed Items in the columns		20499	Marisa Haas Office Manager	
13-25	listed on this sheet		20499		
27-32			20499		
34-39			20499		

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:	<u>POV01 ATPECL-S198(019)</u>		\$ 1,690,547.00
23. Federal-Aid Project Number:	<u>ATPECL-S198(019)</u>		66.50 %
24. Bid Opening Date:	<u>11/13/2023</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
25. Contract Award Date:			
26. Award Amount:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		17. Preparer's Signature <u></u> 18. Date <u>11/13/2023</u> 19. Preparer's Name <u>Jose Salinas</u> 20. Phone <u>760-752-1743</u> 21. Preparer's Title <u>President</u>	
27. Local Agency Representative's Signature	28. Date		
29. Local Agency Representative's Name	30. Phone		
31. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** – Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**FEDERAL
WAGE RATES**

- Refer to the DOL Homepage on the internet for the current rates at <https://wdol.gov/> or contact your District Local Assistance Engineer for a hard copy.

Exhibit A - For Federal-Aid Contracts Insert
[Unmodified Form FHWA-1273, Required Contract Provisions Federal-Aid Contracts]
here.

Exhibit B - For Federal-Aid Contracts Insert
[Minimum Federal Wage Rates Determinations In Conformance With Federal 10-Day Rule As
May Issued By An Addendum]
here.

Attachment 5

Perris Valey Storm Drain Channel Tr. Ph 2 (CIP P040)
PW Contract

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT (“Contract”) is made and entered into as of the date executed by the City Manager, by and between L.C. Paving & Sealing, Inc. (“Contractor”) and the City of Perris (“City”), for a total amount of \$2,923,504.70, consisting of \$2,542,178.00 as set forth in Contractor’s bid (the “Contract Amount”) and up to \$381,326.70 in a Construction Contingency amount if approved by the City pursuant to this Contract.

RECITALS

WHEREAS, pursuant to the Notice Inviting Bids, bids were received, publicly opened, and declared on the date specified in said Notice, and;

WHEREAS, City did accept the bid of Contractor dated _____ (“Contractor’s Bid”) and;

WHEREAS, the City Council has authorized the City Manager to enter into a written Contract with Contractor for furnishing labor, equipment, and material for the construction of:

JOB NO.: CIP S040/ATPSB1L-5198(019)
DESCRIPTION: PERRIS VALLEY STORM DRAIN CHANNEL TR. PH 2,
SEGMENT 1
LOCATION: Along the PVSD Channel from Nuevo Rd. to 200 N/O I-215

(hereinafter referred to as the “Project”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK

- a. Work. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the “Work”). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor’s Bid, and (iii) the instructions of the City Manager or his/her designee (the “Project Manager”). By executing this Contract, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Work to be performed, (ii) has carefully considered how the Work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Contract. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Work hereunder.
- b. Warranty. Contractor warrants all work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship.

Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non conformance of the work to the Contract, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

- c. Final Acceptance. Acceptance of the Project shall only be by action of the City Manager or his or her designee. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Contract and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

2. CONTRACT DOCUMENTS INCORPORATED

This Contract includes and hereby incorporates in full each of the following documents, including all exhibits, drawings, plans and specifications, attachments and addenda thereto (collectively, the "**Contract Documents**"):

- i. Notice Inviting Bids
- ii. Instructions to Bidders
- iii. Bid Forms
- iv. Contractor's Bid
- v. General Provisions
- vi. Special Provisions
- vii. Technical Specifications
- viii. Project Plans
- ix. Performance and Payment Bonds
- x. Federal Provisions
- xi. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly and in accordance with the law and lawful governmental regulations shall be performed and supplied by Contractor, whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

3. CONSTRUCTION START AND COMPLETION DATE

a. Start and Completion

The mandatory start construction date shall be the date stipulated in the Notice to Proceed issued by the Project Manager ("**Start Date**"). Contractor shall complete the Project within One Hundred Twenty (**120**) Working Days from the Start Date ("**Completion Date**"). City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of One Thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.

Contractor's Initials: _____

b. Force Majeure

The time period(s) specified in the Contract Documents for performance of the Work rendered pursuant to this Contract 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 Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Work for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Contract. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Contract, however caused, Contractor's sole remedy being extension of the Contract pursuant to this Section.

4. INSURANCE AND BONDS

a. 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 Contract including any extension thereof, the following policies of insurance:

- i. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.
- ii. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service

contemplated in this Contract. At a minimum, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

- iii. Business Automobile Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iv. Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.
- v. Professional Liability Insurance (Errors & Omissions). Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Contract.
- vi. Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the

final disposal location, including non-owned disposal sites.

vii. General Insurance Requirements.

- (1) Primary/noncontributing; Waiver of Subrogation. All of the above policies of insurance shall be primary insurance. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its officers, employees and agents, and its insurers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (2) Evidence of Insurance. No work or service under this Contract shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City. In the event any of the above policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Project Manager or the Project Manager's designee, as defined in the Contract Documents and incorporated herein.
- (3) Not Limiting. Contractor agrees that the provisions of this Section 3.b(a) 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.
- (4) Subcontractors. In the event the Contractor subcontracts any portion of the Work pursuant to this Contract, 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) Duration of Coverage. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors.
- (6) City's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these

specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract.

- (7) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (8) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (9) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (10) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (11) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (12) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made

or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

- (13) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- (14) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.
- (15) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- (16) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.
- (17) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

b. Performance and Payment Bonds

Concurrently with execution of this Contract, Contractor shall deliver to the City the following bonds:

- i. Payment Bond. Concurrently with the execution of this Contract, Contractor shall deliver to City a Payment Bond in a sum not less than one hundred percent (100%) of the total Contract Amount which secures payments to persons furnishing labor, subcontractors, and suppliers in the

event of default by Contractor. The payment bond shall be unconditional and remain in force during the entire term of the Contract and shall be null and void only if the Contractor completely and faithfully pays all persons furnishing labor, subcontractors, and suppliers that have been approved in writing to perform in whole or part the services required herein.

- ii. Performance Bond. Concurrently with execution of this Contract, Contractor shall deliver to City a Performance Bond in the sum of not less than one hundred percent (100%) of the total Contract Amount which secures the faithful performance of this Contract, unless such requirement is waived by the Project Manager or the Project Manager's designee. The bond shall be unconditional and remain in force during the entire term of the Contract and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Contract.

All bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. All bonds shall be unconditional and remain in force during the entire term of this Contract. All bonds shall be in substantially the form as provided in **Exhibit "A"**.

City shall release the Payment Bond and the Performance Bond when the following have occurred: (1) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under this Contract, (2) the work for the Project has been finally accepted by the City, and (3) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law

- c. Sufficiency of Insurer and Surety

Insurance and bonds required by this Contract shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or higher in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or larger, unless otherwise approved by the City's Risk Manager due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If the City determines that the work to be performed under this Contract creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required this Contract may be changed accordingly upon receipt of written notice from the City.

5. COORDINATION OF WORK

a. Representatives and Personnel of Contractor

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

The Principals shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Contract, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract, prior to and during any such performance.

b. Status of Contractor

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

c. City's Project Manager

It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall

refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the Community Services Department, to sign all documents on behalf of the City required hereunder to carry out the terms of this Contract.

d. 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 herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

6. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Contract. In addition, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

7. COMPLIANCE WITH LABOR AND WAGE LAWS

a. Prevailing Wages.

In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar

character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City's Community Services Department, 227 N. D Street, Perris, CA 92570, and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contractor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner, certified copies of the payroll records for all workmen employed in the performance of this Contract for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

b. Apprenticeship Employment.

In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under Contractor shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

c. Legal Hours of Work.

Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813, as amended.

d. Workers' Compensation.

California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____

e. Public Works Contractor Registration.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

f. Contractor's Responsibility for Subcontractors.

For every subcontractor who will perform work under this Contract, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Contract. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

8. DISCOVERY OF UNKNOWN CONDITIONS

- a. Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Contract.
- c. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

9. UNIDENTIFIED UTILITIES

To the extent required by Government Code Section 4215, City will compensate Contractor

for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Contract is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

10. TRENCH EXCAVATION

Pursuant to Labor Code Section 6705, if this Contract is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This Section shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

11. NON-DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this Section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.

12. LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Contract. Contractor shall have the sole obligation to pay for any fees, assessments and

taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Contract, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

13. CONTRACTOR'S LIABILITY; INDEMNIFICATION

a. Non-Liability of City.

City, its elected and appointed officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

b. Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnatee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Contract or its failure to comply with any of its obligations contained in this Contract, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Contract.

Contractor obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense,

judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

14. SUBCONTRACTOR COMPLIANCE

Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

15. THIRD PARTY CLAIM

Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.

16. CONTRACT PRICE AND PAYMENT

City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("**Contingency**") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

a. Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this

Contract, Contractor is certifying compliance with all provisions of this Contract.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the Department of Industrial Relations. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Contract, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Contract, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

Upon receipt and approval of an invoice by the City, City shall pay Contractor in a manner consistent with City's normal procedures for handling accounts payable, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the Bid Schedule of Values contained in the Contract Documents, and inspection made by the City, unless otherwise directed by the Project Manager, the Project Manager's designee, or labor compliance officer. Payment to Contractor for work performed pursuant to this Contract shall not be deemed to waive any defects in work performed by Contractor.

b. Retention of Funds.

City will deduct a five percent (5%) retention from all progress payments in accordance with Public Contract Code Sections 22300 and 7201, which are hereby incorporated into this Contract. City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Contract. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Public Contract Code 7107, which is hereby incorporated into this Contract. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. 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.

17. ADDITIONAL SERVICES

- a. City shall have the right at any time during the performance of the Work, without invalidating this Contract, to order extra work beyond that specified in the General Scope of Work, set forth in Section 1 of this Contract, or make changes to the Work by altering, adding to or deducting from said Work. No such extra work may be undertaken unless a written change order is first given by the Project Manager or the Project Manager's designee to the Contractor, incorporating therein any adjustment in (1) the Contract Amount, and/or (2) the time to perform this Contract, which said adjustments are subject to the written approval of the Contractor

(“Change Order(s)”). Written Change Orders shall be made on forms prescribed by the Project Manager in accordance with the Contract Documents. Within ten (10) days after submission to the Project Manager of a Change Order that impacts the Contract Amount or the time for performance of the Work, the Contractor’s representative shall provide the City’s representative a written estimate of the effect of the proposed Change Order upon the Contract Amount and the actual cost of services that would be required for the change, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices and wage rates and the effect upon time for performance of the work for such Change Order. All Change Orders must be signed by the Contractor and the Project Manager (or his or her designee) prior to commencing the extra work thereunder.

- b. Any increase in compensation of up to ten percent (10%) of the Contract Amount or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (120) days may be approved by the Project Manager, provided that such increase does not materially affect the Work in a detrimental manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.
- c. Any adjustment in the Contract Amount for a Change Order must be in accordance with the rates set forth in the Contractor’s Bid and the Bid Schedule of Values. If the rates in the Contractor’s Bid do not cover the type of work or materials in the Change Order, the cost of such work or materials shall not exceed an amount agreed upon in writing and signed by Contractor and the Project Manager. Contractor is solely responsible for timely performance of the work as changed by written direction. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:
 - i. Labor: The cost of labor shall be the actual cost for the wages of workers and subcontractors performing the work for the Change Order at the time such work is performed. The use of labor classifications that would increase the cost of such work shall not be permitted.
 - ii. Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is performed, whichever is lower.
 - iii. Daily Reporting: Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include the following: (1) list of names of workers, classifications, and hours worked; (2) description and list of quantities of materials used; (3) type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; (4) description of other City authorized services and

expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights to payment for the work performed for that day.

- d. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Contract or the Work, while City seeks estimates from third party contractors to perform additional services.
- e. No claim for an increase in the Contract Amount or time for performance shall be valid unless the procedures established in this Section are followed.

18. RIGHTS, TITLE, INTEREST

Pursuant to California Public Contract Code Section 7103.5(b), 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 awarding body 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 2 (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 subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

19. DEFECTIVE WORK

City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

20. TERMINATION

City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days' written notice to Contractor. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the surety, then existing or accrued thereafter.

a. Termination for Cause

It is City's right to terminate this Contract upon Contractor's failure to comply with the provisions of this Contract, which includes, but not limited to, (1) Contractor's refusal or failure to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such completion in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

b. Termination for Convenience

City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the Project site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

c. Discontinuation of Work

Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

21. DISPUTE RESOLUTION PROCESS

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this Section applies:

- a. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or

subsequent lawsuits for compensation or payment thereon.

- b. Supporting Documentation. The Contractor shall submit all claims in the following format:
- i. Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.
 - ii. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.
 - iii. Chronology of events and correspondence related to the claim.
 - iv. Statement of grounds for the claim.
 - v. Analysis of the claim's cost, if any.
 - vi. Analysis of the claim's time/schedule impact, if any.
- c. City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.
- i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.
 - iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

- d. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- e. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
 - i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
 - iii. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 - iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

- f. City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not

waive City's rights to any subsequent procedures for the resolution of disputed claims.

- g. Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.
- h. Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:
 - i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.
 - ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- iii. Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.
- iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

22. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Perris, 101 N. D Street, Perris, CA 92570 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Contract. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

23. ATTORNEYS' FEES

In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

24. VENUE; CALIFORNIA LAW

Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action. This Contract shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California.

25. WAIVER

Waiver by any party to this Contract of any term, condition, or covenant of this Contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this

Contract. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Contract. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

26. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. UNFAIR BUSINESS PRACTICES CLAIMS

Pursuant to Public Contract Code Section 7103.5, in entering into this Contract, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

28. UNAUTHORIZED ALIENS

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

29. ACCOUNTS, RECORDS, REPORTS, AND RELEASE OF INFORMATION

a. Records.

Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City. In the event of

dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

b. Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Contract, 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 use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. 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. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

c. Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Contract as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Contract. 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

d. Confidentiality and Release of Information.

- i. Information gained or work product produced by Contractor in performance of this Contract shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not

release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

- ii. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Contract. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.
- iii. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Contract, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.
- iv. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

30. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected or appointed official, officer, agent 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 Contract.

31. INTERPRETATION

The terms of this Contract 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 Contract or any other rule of construction which might otherwise apply.

32. COUNTERPARTS

This Contract 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.

33. INTEGRATION; AMENDMENT

This Contract including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral Contracts between the parties hereto affecting this Contract and this Contract supersedes and cancels any and all previous negotiations, arrangements, Contracts and understandings, if any, between the parties, and none shall be used to interpret this Contract. No amendment to or modification of this Contract shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

34. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or Sections contained in this Contract shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or Sections of this Contract 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 Contract meaningless.

35. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of work under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she 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 Contract.

36. WARRANTY & REPRESENTATION OF NON-COLLUSION

No elected or appointed official, officer, agent or employee of City has any financial interest, direct or indirect, in this Contract, nor shall any official, officer, or employee of City participate in any decision relating to this Contract which may affect his/her financial

interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City elected or appointed official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any Contract. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any Contract. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Contract void and of no force or effect.

37. AUTHORITY TO EXECUTE

The persons executing this Contract 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 Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other Contract to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF PERRIS

BY:

ATTEST:

Clara Miramontes, City Manager

Nancy Salazar, City Clerk

DATE:

APPROVED AS TO FORM:

Robert Khuu, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

CONTRACTOR

CONTRACTOR NAME:

L.C. PAVING & SEALING, Inc.

CONTRACTOR'S ADDRESS:

620 Alpine Way
Escondido, CA 92029

STATE OF CALIFORNIA
CONTRACTOR'S LICENSE NUMBER:

621610

CONTRACTOR'S LICENSE
EXPIRATION DATE:

08/31/2024

CONTRACTOR'S BUSINESS
TELEPHONE NUMBER:

760-752-1743

EMERGENCY TELEPHONE NUMBER:

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

[END SIGNATURES]

EXHIBIT "A"
BOND FORMS

PERFORMANCE BOND

We, _____, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Perris ("City") for payment of the penal sum of _____ (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

PAYMENT BOND

We, _____, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Perris ("City") and those for whose benefit this bond insures in the sum of _____ (\$ _____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

Attachment 6

**Perris Valey Storm Drain Channel Tr. Ph 2 (CIP P040)
Bid Results – Bid Opening Results**



CITY OF PERRIS
COMMUNITY SERVICES

Eng Est # 2,361,700

Bid Results

Project: Bicycle/Pedestrian Path Perris Valley Storm Drain Channel – Phase II Segment I Project

Description: The project includes the construction of bicycle and pedestrian trails, solar-powered pedestrian signal crossings, reconstruction of existing curb ramps, concrete median modifications, and construction of a bridge crossing over Metz channel.

Contractor:	Price
1) LC Paving & Sealing, Inc.	\$2,542,178 (Apparent Low Bidder)
2) Deark E&C, Inc.	\$2,574,061
3) Beador Construction Company, Inc.	\$3,367,700
4) Granite Construction Company	\$3,836,751
5) Riverside Construction Company, Inc.	\$3,999,852



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 12, 2023

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Fiscal Year 2023

REQUESTED ACTION: Approve the Expenditure of Funds Granted to the City and Authorize the City Manager to Sign the Interlocal Agreement between the Cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, Riverside, Temecula and the County of Riverside

CONTACT: Ernie Reyna, Deputy City Manager

BACKGROUND/DISCUSSION:

The City of Perris has been awarded funds in the net amount of \$19,377 through the U.S. Department of Justice in the form of a Justice Assistance Grant (JAG). The City has received funding under this same grant over the past several years, of which the purpose of the grant is to support law enforcement programs.

To receive the awarded funds, the U.S. Department of Justice maintains that City Council (i.e., an advisory panel), must review and approve the proposed expenditure of funds granted to their respective local government agency. The Riverside County Board of Supervisor's has already approved the agreement at its November 7, 2023, meeting.

As in years past, the Riverside County Sheriff's Office recommends the JAG funding to be used for equipment and training of the Burglary and Robbery Suppression Team. In the prior fiscal year, JAG funds were used for the Special Enforcement Team (SET).

BUDGET (or FISCAL) IMPACT:

The Department of Justice has awarded the City of Perris' Police Department, \$19,377 net of administrative fees and National Incident-Based Reporting System (NIBRS) requirements. There are no matching funds necessary for this grant.

Prepared by: Ernie Reyna

REVIEWED BY:

City Attorney _____

Assistant City Manager JMB

Deputy City Manager _____

Attachments:

1. Interlocal Agreement Between the Cities of Banning, Beaumont, Cathedral City, Coachella, Corona, Desert Hot Springs, Hemet, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Palm Springs, Perris, Riverside, Temecula, and the County of Riverside

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

INTERLOCAL AGREEMENT CONCERNING DISTRIBUTION OF THE 2023 JUSTICE ASSISTANCE GRANT AWARD

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, BEAUMONT, CATHEDRAL CITY, COACHELLA, CORONA,
DESERT HOT SPRINGS, HEMET, INDIO, JURUPA VALLEY, LAKE ELSINORE, MENIFEE,
MORENO VALLEY, PALM SPRINGS, PERRIS, CITY OF RIVERSIDE, TEMECULA AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2023 JUSTICE ASSISTANCE GRANT AWARD

This Interlocal Agreement ("Agreement") is made and entered into this 7th day of Nov., 2023, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES as referenced in Appendix 1 (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1, here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

COUNTY and CITIES agree to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars that apply to the 2023 Justice Assistance Grant; and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and also specifically assures and certifies all items as written in the attached Addendum A "Riverside County Sheriff's Department Certified Standard Assurances."

Section 4.

CITIES agree to provide COUNTY performance reports every month demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the 2023 Justice Assistance Grant Program.

Section 5.

CITIES agree to provide COUNTY with sufficient, timely information within five business days after receiving a written request from COUNTY to meet JAG requirements for quarterly, semi-annual, and annual financial and performance reports.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 7.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 8.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 9.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

COUNTY OF RIVERSIDE, CA



KEVIN JEFFRIES
Chair, County Board of Supervisors

ATTEST:
Kimberly A. Rector



Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Minh C. Train



~~Amrit P. Dhillon~~ *K Bell Valdez*
Deputy County Counsel

NOV 7 2023 3.28

Appendix 1			
Eligible Agencies in FY 2023 JAG Disparate Area			
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Adjusted Individual Allocation
Banning	\$10,902	\$1,090	\$9,812
Beaumont	\$12,197	\$1,220	\$10,977
Cathedral City	\$12,279	\$1,228	\$11,051
Coachella	\$10,159	\$1,016	\$9,143
Corona	\$21,860	\$2,186	\$19,674
Desert Hot Springs	\$21,530	\$2,153	\$19,377
Hemet	\$30,890	\$3,089	\$27,801
Indio	\$42,921	\$4,292	\$38,629
Jurupa Valley	\$25,742	\$2,574	\$23,168
Lake Elsinore	\$14,674	\$1,467	\$13,207
Menifee	\$12,086	\$1,209	\$10,877
Moreno Valley	\$67,588	\$6,759	\$60,829
Palm Springs	\$21,970	\$2,197	\$19,773
Perris	\$21,530	\$2,153	\$19,377
Riverside City	\$133,883	\$13,388	\$120,495
Temecula	\$12,472	\$1,247	\$11,225
Riverside County	\$75,022	\$47,268	\$122,290
Total	\$547,705		\$547,705
% To Fiscal Agent	\$0		
\$ To FA	\$47,268		

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BANNING, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BEAUMONT, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CATHEDRAL CITY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF COACHELLA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CORONA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF DESERT HOT SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF INDIO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF JURUPA VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF LAKE ELSINORE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MENIFEE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PALM SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PERRIS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIVERSIDE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF TEMECULA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 12, 2023

SUBJECT: To award a contract with Pineda General Construction, Inc. to paint the exterior of Fire Station 101, located at 105 South "F" Street.

REQUESTED ACTION: Council to approve a contract with Pineda General Construction Inc. for \$85,570.00 to paint the exterior of Fire Station 101 located at 105 South "F" Street and authorize the City Manager to execute the contract and all necessary documents subject to City Attorney as to form.

CONTACT: Bryant Hill, Director of Public Works *BH*

BACKGROUND/DISCUSSION:

The purpose of this item is to authorize the City of Perris to enter into a contract with Pineda General Construction, Inc. to paint the exterior of Fire Station 101, located at 105 South "F" Street. The building has not been painted for several years and is in need of a fresh coat of paint to protect the structure from the elements. Staff requested quotes from multiple contractors for the work to be completed within the current fiscal year. A total of three (3) estimates were received:

Pinda General Construction, Inc.	\$85,570.00
Leilani Construction, Inc.	Declined
Servpro	\$134,354.39

Staff recommends the agreement be awarded to the lowest bidder, Pineda General Construction, Inc., and for the City Council to approve the attached agreement in the amount of \$85,570.00 with a 20% contingency of \$17,114.00 for a total of \$102,684.00.

BUDGET (or FISCAL) IMPACT: There will be no impact on the general fund, as funding has been approved by the Council in the annual CIP account F065 Fire Station Building Improvements budget.

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager _____

- Attachments: 1. Pineda Construction, Inc. Agreement
2. Estimates Received

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 1:
Pineda Construction, Inc. Agreement**

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
PAINTING THE EXTERIOR OF FIRE STATION 101**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 12th day December, 2023, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and PINEDA GENERAL CONSTRUCTION (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: all City specifications and information for preparation of, painting of, and repairing damaged stucco on the exterior of Fire Station 101, which are all incorporated herein by this reference as though set forth in full herein; the Contractor's Proposal, which is attached in Exhibit A and is incorporated by this reference as though set forth in full herein; General Summary Special Federal Provisions, Federal Labor Standards Provisions (HUD-4010, HUD 4010.1), as amended, Attachment 1, which is incorporated by this reference as though set forth in full herein; and the Federal Prevailing Wage General Decision Number CA190025, Modification Number 2, dated 02/15/2019, which is incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to the (1) preparation of, (2) painting of, and (3) repairing damaged stucco as needed prior to painting of the exterior of the Fire Station 101, located at 105 South "F" Street, Perris, CA, in strict accordance with the Contractors Proposal and the requirements of this Agreement, including, but not limited to, the requirements provided in Section 1.1. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor. 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. Any increase in compensation of up to five percent (5%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of Eighty Five Thousand Five Hundred Seventy Dollars and Zero Cents (\$85,570.00).

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. One lump sum payment shall be issued upon successful completion of all items listed in the Contractor's Proposal, and inspection made by the City, unless otherwise directed by the project manager or labor compliance 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 omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Arturo J Pineda, the Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Liset Hernandez, the City's Public Works Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to

be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1. Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City of Perris, California its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California and its officers, employees and agents and its 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.

Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

4.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, and its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnities") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnities 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 Indemnities 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 Indemnities.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California and 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, and its officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of

Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by the terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 **TERM**

5.1 Time For Completion and Liquidated Damages.

The work for the playground improvements shall commence on the ____-day of ____ 2023 and shall be completed within ninety (90) calendar days from and after said date, or the date provided on the Notice to Proceed. 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 one thousand and 00/100 dollars (\$1,000.00) for each and every day after the permitted time, and/or the road closures exceed the maximum duration specified for each phase of work, if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) calendar days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

7.2 Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City
City of Perris
Public Works
1015 South G Street
Perris, CA 92570
ATTN: Liset Hernandez, Public Works Manager

Contractor
Pineda General Construction
9106 Pulsar Ct Ste C
Corona, Ca 92883
ATTN: Arturo J Pineda, Project Manager

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities shall be construed to be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, California, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the Federal Government and to any authorized representatives thereof, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer

payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

8.6 Economic Opportunities for Local Area Residents and Businesses.

The work to be performed under this Agreement is on a project assisted under a Federal Community Development Block Grant from the Department of Housing and Urban Development and is subject to the Requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of Housing and Urban Development, in which the project is located; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.

8.7 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.8 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.9 Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

8.10 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.

8.11 Attorneys' Fees

In the event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

8.12 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.

8.13 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.14 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

Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

CONTRACTOR:

PINEDA GENERAL CONSTRUCTION

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

By: _____
Signature

Robert Khuu, City Attorney

Print Name and Title

By: _____
Signature

Print Name and Title

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

(CORPORATE SEAL)
ATTEST

[END OF SIGNATURES]

EXHIBIT "A"

Contractor's Proposal [attached]



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 2:
Estimates Received**

Pineda General Construction, Inc.

Quote (Fire Station101 - Exterior & Interior Paint)



Date: September 18th , 2023

Contractor Information

Name	<u>City of Perris Public Works Dept.</u>	Company	<u>Pineda General Construction, Inc.</u>
Address	<u>105 South F St. (Job Address)</u>	Name	<u>Arturo J Pineda</u>
City, State ZIP	<u>Perris, CA 92570</u>	Address	<u>22063 Rosary Avenue</u>
Phone	<u>951-657-3280</u>	City, State ZIP	<u>Nuevo, CA 92567</u>
Email	<u>lhernandez@cityofperris.org</u>	Phone	<u>(951) 385-9149</u>
		Email	<u>jpinedagc@gmail.com</u>
Project name	<u>>Exterior & Interior Paint</u>	Completion date	<u>TBD</u>

Scope of Work

- 1. EXTERIOR PAINT (Main Building):** To power wash, prep and paint the entire exterior of **Fire Station 101**. Work to include painting all walls/soffits with (flat finish) paint, all woodwork with (semi-gloss finish) paint and all metal patio covers/gutters/wrought iron/metal signs with rust resistant (semi-gloss finish) paint. Includes all masking and property preservation materials & includes scaffolding as needed. Work also includes repairing damaged stucco as needed prior to painting.
- 2. EXTERIOR PAINT (Small Detached Building at South Side of Property):** To power wash, prep and paint the exterior of the detached building. Work to include painting all walls/soffits with (flat finish) paint, all woodwork with (semi-gloss finish) paint and all metal patio covers/gutters/wrought iron/metal signs with rust resistant (semi-gloss finish) paint. Includes all masking and property preservation materials. Work also includes repairing damaged stucco as needed prior to painting.
- 3. INTERIOR PAINT (Excluding Garage):** To prep and paint the entire interior of the building to include front reception areas, locker rooms, gym, laundry room, kitchen, living area, hallways, closets, sleeping rooms and bathrooms. To only include painting ceilings in rooms that have drywall. Does not include painting grid ceilings, cabinets, door/door frames, locker cages.
- 4. GARAGE INTERIOR PAINT :** To prep and paint the entire interior of the garage to include all walls, ceilings and vehicle/truck doors. Includes all scaffolding as needed to reach ceilings.

Description	Total
1. Exterior Paint (Main Building)	\$67,575.00
2. Exterior Paint (Detached Building)	\$17,995.00
3. Interior Paint (not including garage)	\$34,925.00
4. Garage Interior Paint	\$12,995.00
GRAND TOTAL	\$133,490.00

Included/Not Included

Company Proposal

We, Pineda General Construction, Inc., propose the above scope of work, to be completed by TBD for the amount of \$133,490.00.

Arturo J Pineda 9/18/2023
 Submitted by (Company Representative) Date



Servpro of Chino/Chino Hills

13885 Redwood Ave.
Chino, CA 91710
Tax ID 20-4558671
License# 935856
Office: 909-548-3191 Fax: 909-548-3138

Client: City of Perris- Fire Station 101 Exterior
Property: 105 S. F Street
Perris, CA 92570

Operator: CHRIS

Estimator: Christopher Brogdon
Position: Superintendent - Estimator
Business: 13885 Redwood Ave
Chino, CA 91710

Business: (909) 548-3191
E-mail: chris@servpro-grie.com

Type of Estimate: Repair
Date Entered: 11/16/2023 Date Assigned:

Price List: CABD8X_NOV23
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY_PERRIS_FIRE_EXT

We would like to thank you for the opportunity to provide you with this estimate for work to be completed. The total cost for the construction services detailed in the following estimate is **\$134,354.39**. The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through a separate proposal and/or change order/supplement detailing the additional/changed scope of work as well as the terms and pricing of those changes.

Work will be scheduled after a signed copy of this estimate is received by Servpro. Change orders and/or supplements will be billed as completed and credits will be applied to the final contract billing. Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday – Friday, 8:00 am – 5:00 pm. Where an item is being replaced, we will be matching the existing item’s quality, color, finish, texture or material as closely as possible where applicable unless noted otherwise. There is no guaranty either specified or implied on exact material/product matches.

This estimate does not include hazardous material testing or abatement unless specifically detailed in this estimate. This estimate is valid for 30 days from **11-16-2023**.

If you have any questions about this estimate, please contact **Chris Brogdon** to discuss those questions. I/we agree to the terms and conditions of this proposal.

Date _____
Owner/Authorized Signature

Date _____
Servpro Representative



Servpro of Chino/Chino Hills

13885 Redwood Ave.
Chino, CA 91710
Tax ID 20-4558671
License# 935856
Office: 909-548-3191 Fax: 909-548-3138

CITY_PERRIS_FIRE_EXT

CITY_PERRIS_FIRE_EXT

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Permit fees	1.00 EA	0.00	0.00	0.00	0.00
Open bid item until determined if permits will be needed.					
2. Bond fees	1.00 EA	0.00	0.00	0.00	0.00
Open bid item until determined if a bond will be needed.					
3. Debris Disposal	1.00 EA	850.00	0.00	0.00	850.00
4. Commercial Supervision / Project Management - per hour	56.00 HR	0.00	127.00	0.00	7,112.00
5. Painter - Labor	1.00 EA	0.00	104,500.00	0.00	104,500.00
-Exterior Painting: Labor to pressure wash the exterior, and infill stucco cracks and prep for paint. Sanding of metal doors and masking. One coat of primer and two coats of paint (2 colors).					
6. Mask and prep for paint - plastic, paper, tape	1.00 EA	0.00	8,100.00	0.02	8,100.02
(Street side) to be taped off to prevent pedestrians from impeding project progress. Prep three separate buildings for approved paint. Protect all light fixtures and objects not intended to receive paint.					
7. 1-Coat of Primer and 2-Coats of paint	1.00 EA	0.00	10,460.00	332.37	10,792.37
Dunn Edwards primer and paint. Paint colors will be selected prior to work starting. Specification of paint will be provided by client.					
8. Scissor lift & Boom lift	1.00 EA	3,000.00	0.00	0.00	3,000.00
Rental of scissor or boom lifts.					
Total: CITY_PERRIS_FIRE_EXT				332.39	134,354.39
Line Item Totals: CITY_PERRIS_FIRE_EXT				332.39	134,354.39



Servpro of Chino/Chino Hills

13885 Redwood Ave.
Chino, CA 91710
Tax ID 20-4558671
License# 935856
Office: 909-548-3191 Fax: 909-548-3138

Summary for Dwelling

Line Item Total	
Material Sales Tax	134,022.00
Replacement Cost Value	332.39
Net Claim	\$134,354.39
	\$134,354.39

Christopher Brogdon
Superintendent - Estimator



CITY OF PERRIS


CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 12, 2023

SUBJECT: Recognized Obligation Payment Schedule FY 2024-25 (ROPS)

REQUESTED ACTION: That the Successor Agency to the Redevelopment Agency of the City of Perris Approve a Resolution Adopting the FY 2024-25 Recognized Obligation Payment Schedule

CONTACT: Matthew Schenk, Director of Finance 

BACKGROUND/DISCUSSION:

In connection with the approval and adoption of the State Budget for Fiscal Year 2011-12, the California Legislature adopted, and the Governor signed, Abx1 26 (Stats. 2011, chap. 5, "Abx1 26") (the "Dissolution Act"), which aimed to dissolve all redevelopment agencies in the State of California.

The Successor Agency is responsible for operation of the former Redevelopment Agency's programs (within the limits of the statute) and the disposal of its assets. Following the dissolution, the Agency is required to adopt a Recognized Obligation Payment Schedule ("ROPS"). The ROPS must follow a multi-step approval process. After City Council/Successor Agency approval, the ROPS must be reviewed and approved by the Countywide Oversight Board and ultimately submitted to the State Controller's Office and the Department of Finance.

The recommended ROPS covers the period from Fiscal Year July 2024 through June 2025.

BUDGET (or FISCAL) IMPACT:

Adoption of the ROPS is required to ensure all required bond debt service payments are made timely.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

City Attorney _____
Assistant City Manager *LD*
Deputy City Manager _____

Attachments:

1. Resolution Approving a Recognized Obligation Payment Schedule FY 2024-25

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

ATTACHMENT 1

**RESOLUTION APPROVING A RECOGNIZED
OBLIGATION PAYMENT SCHEDULE 2024-25**

RESOLUTION NUMBER _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 24-25

WHEREAS, Assembly Bill x1 26 (“AB 26”) which abolished redevelopment in California and set forth the “winding down” procedures for redevelopment agencies, the designation of successor entities and oversight boards was passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, Assembly Bill 1484 (“AB 1484”) which adds and amends certain provisions contained in AB 26, including the process for adopting Recognized Obligation Payment Schedules, was passed by the State Legislature and signed by the Governor on June 27, 2012; and

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris (“Successor Agency”) is the successor agency to the dissolved Redevelopment Agency of the City of Perris, confirmed by City of Perris Resolution No. 4383; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j), effective July 1, 2018, the Countywide Oversight Board for the County of Riverside (“Oversight Board”) shall be in operation and the current Oversight Boards of all Successor Agencies within the County of Riverside shall dissolve; and

WHEREAS, the Oversight Board of the Successor Agency, previously established to direct the Successor Agency to take certain actions to wind down the affairs of the Dissolved Redevelopment Agency of the City of Perris, has been dissolved; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l), the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for each one-year fiscal period; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l)(2)(B), the Oversight Board must duly approve each ROPS; and

WHEREAS, AB 1484 allows the Department of Finance (“DOF”) five business days to request a review of any action by the Oversight Board; and

WHEREAS, if, at the expiration of the five business day review period of DOF has not requested a review of an oversight board action, the action shall be deemed effective; and

WHEREAS, pursuant to Health and Safety Code Section 34177(l) and (m), the Successor Agency has prepared, approved and submit to the Oversight Board for approval the ROPS for the period covering July 1, 2024 through June 30, 2025 (“ROPS 24-25”); and

WHEREAS, the Successor Agency must submit the Oversight Board-approved ROPS 24-25 to the County Auditor-Controller (“CAC”); State Controller’s Office (“SCO”) and the DOF, and be posted on the City’s website.

NOW THEREFORE, the Successor Agency does resolve as follows:

Section 1. The above recitals are all true and correct and incorporated herein.

Section 2. The Successor Agency hereby finds the ROPS 24-25, attached hereto as Exhibit “A” and incorporated herein by reference is consistent with, satisfies all of the requirements set forth in Health and Safety Code Section 34177 and complies with the provisions of AB 26 and AB 1484.

Section 3. The Successor Agency hereby approves and adopts the ROPS 24-25, in substantially the form attached hereto as Exhibit “A.”

Section 4. The Successor Agency hereby authorizes and directs staff to submit the Oversight Board-approved ROPS 24-25 to the CAC, SCO and the DOF.

Section 5. The Successor Agency is hereby authorized to modify the ROPS 24-25 with respect to formatting or presentation should the DOF make changes to the report without action from the Oversight Board.

Section 6. The Successor Agency hereby designates the Director of Finance as the official to whom which the DOF may contact pursuant to Oversight Board actions and authorizes the Director of Finance to provide the DOF with the information requested; and the Director of Finance shall provide the DOF with his/her contact information. Furthermore, the Director of Finance is authorized to meet and confer pursuant to Health and Safety Section 34179.6(e), on behalf of the Successor Agency and Oversight Board to resolve any issues pertaining to the ROPS 24-25 or any other issues covered by this Resolution.

Section 7. Should the DOF determine that the action herein requires reconsideration, the Director of Finance on behalf of the Oversight Board is hereby authorized, in his/her sole and absolute discretion to determine whether the DOF’s request mandates Oversight Board action or can be addressed administratively by the Successor Agency with the caveat that such action be: (i) within the scope of the Successor Agency; (ii) financially or administratively immaterial; (iii) generally or specifically authorized by AB 26 or AB 1484.

Section 8. Should any substantive action not falling within the confines of Section 7 of this Resolution be pursued by the DOF, CAC, SCO or any other party adverse to the intent of the Oversight Board pursuant to this resolution, including, but not limited to its disapproval after review by the DOF, whether or not a meet and confer process or Successor Agency intervention has occurred to resolve the matter, this Resolution shall not be set aside, and remain in full force and effect.

Section 9. The Successor Agency declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of

competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect. The Successor Agency declares that the Successor Agency would have adopted this resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 10. The Successor Agency Secretary shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 10th day of January 2024.

Michael M. Vargas
Successor Agency Chairperson

ATTEST:

Nancy Salazar, Secretary of Successor Agency to the Dissolved Redevelopment Agency of the City of Perris

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

I, Nancy Salazar, SECRETARY OF SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the Successor Agency to the Dissolved Redevelopment Agency of the City of Perris at a regular meeting held the 10th day of January 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, Secretary of Successor Agency to the Dissolved
Redevelopment Agency of the City of Perris

Attachment: Exhibit A Recognized Obligation Payment Schedule 24-25

EXHIBIT A

Recognized Obligation Payment Schedule 24-25

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
 Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Perris

County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 3,897,781	\$ 977,766	\$ 4,875,547
F RPTTF	3,897,781	977,766	4,875,547
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 3,897,781	\$ 977,766	\$ 4,875,547

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name	Title
/s/ _____	_____
Signature	Date

Perris
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
 July 1, 2024 through June 30, 2025

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 24-25 Total	L M N O P			Q			R			S T U V			W						
											ROPS 24-25A (Jul - Dec)			ROPS 24-25B (Jan - Jun)			Bond Proceeds	Reserve Balance	Other Funds	Admin RPTTF	Bond Proceeds	Reserve Balance		Other Funds	Admin RPTTF	24-25A Total	24-25B Total		
											Bond Proceeds	Reserve Balance	Other Funds	Bond Proceeds	Reserve Balance	Other Funds												Bond Proceeds	Reserve Balance
18	Administration	Admin Costs	01/01/2014	06/30/2018	City of Perris	Administration	ALL	\$55,003,633		\$4,875,547	\$-	\$-	\$3,897,781	\$-	\$-	\$-	\$3,897,781	\$-	\$-	\$-	\$977,766	\$-	\$977,766	\$-	\$125,000	\$-	\$125,000	\$-	\$125,000
23	PFA 2015A	Bonds Issued After 12/31/10	07/09/2015	10/01/2036	US Bank	BONDS payable from repayment of four separate loans with respect to three separate Redevelopment projects and one Housing Loan.	ALL	13,200,000	N	\$1,763,738	\$-	\$-	1,527,619	\$-	\$-	\$-	1,527,619	\$-	\$-	\$-	236,119	\$-	236,119	\$-	\$236,119	\$-	\$236,119	\$-	\$236,119
24	PFA 2015B	Bonds Issued After 12/31/10	07/09/2015	10/01/2036	US Bank	BONDS payable from repayment of three separate loans with respect to three separate Redevelopment projects.	ALL	16,545,000	N	\$1,504,506	\$-	\$-	1,213,509	\$-	\$-	\$-	1,213,509	\$-	\$-	\$-	290,997	\$-	290,997	\$-	\$290,997	\$-	\$290,997	\$-	\$290,997
25	2018 Taxable Refunding Bonds (Refunded 2009 A, B, & C)	Bonds Issued After 12/31/10	08/15/2018	10/01/2039	US Bank	BONDS		16,144,749	N	\$1,007,377	\$-	\$-	785,871	\$-	\$-	\$-	785,871	\$-	\$-	\$-	221,506	\$-	221,506	\$-	\$221,506	\$-	\$221,506	\$-	\$221,506
26	2019 Taxable Refunding Parly Bonds (Refunding 2010 A)	Bonds Issued After 12/31/10	12/03/2019	10/01/2039	US Bank	Bonds		8,863,884	N	\$349,926	\$-	\$-	245,782	\$-	\$-	\$-	245,782	\$-	\$-	\$-	104,144	\$-	104,144	\$-	\$104,144	\$-	\$104,144	\$-	\$104,144

Perris
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
 (Report Amounts in Whole Dollars)

A	B	C					E		G	H
		D					F			
		C		D		E	F	G		
Bond Proceeds		Bonds issued on or after 01/01/11		Reserve Balance	Other Funds		RPTTF	Comments		
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin				
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.						200,178			
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller						4,651,045			
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)						4,852,278			
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)									
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC			No entry required						
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$(1,055)	

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

Perris
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
18	
23	
24	
25	
26	



CITY OF PERRIS

FINANCE DEPARTMENT

101 North D Street
Perris, California 92570
Tel: (951) 943-6100
Fax: (951) 943-1871

ROPS 24-25 Administrative Budget

Pursuant to HSC section 34171 (b), the administrative cost allowance will be calculated as follows:

- The administrative cost allowance shall be up to 3 percent of actual property tax distributed in the preceding fiscal year, less:
 - Prior year administrative cost allowance
 - Prior year city/county loan repayments pursuant to HSC section 34191.4 (b)
- The administrative cost allowance shall not be less than \$250,000 unless the bullet below applies.
- The annual administrative cost allowance shall not exceed 50 percent of total Redevelopment Property Tax Trust Fund (RPTTF) distributed to pay enforceable obligations in the preceding fiscal year.

The City of Perris hereby requests the minimum administrative cost allowance of \$250,000 per the guidelines listed above. The last bullet point does not apply to the City of Perris; therefore, the minimum allowance is applicable.

A handwritten signature in cursive script, reading "Matthew Schenk", is written over a horizontal line.

Matthew Schenk – Director of Finance

SUCCESSOR AGENCY TO THE REDEVELOPEMENT AGENCY OF THE CITY OF **PERRIS**
ADMINISTRATIVE BUDGET

<u>DESCRIPTION</u>	<u>AMOUNT</u>
City Staff Administrative Costs	<u>\$ 250,000.00</u>
Total Administrative Budget	<u>\$ 250,000.00</u>



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 12, 2023

SUBJECT: Certification of the November 7, 2023, Special Municipal Election Results

REQUESTED ACTION: That the City Council adopt Resolution Number (next in order) certifying the Election Results for the November 7, 2023, Special Municipal Election

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION:

As you are aware, the City held a Special Municipal Election on November 7, 2023, in which the voters of the City of Perris considered the adoption of Measure A.

Measure A, in summary, proposed the following question:

Shall the measure, establishing, for 30 years, an annual special business license tax of up to \$0.107 per square foot (subject to annual CPI adjustments) on distribution facilities, large truck storage businesses, and manufacturing businesses with large truck activity, annually collecting approximately \$4,019,315 to be used solely for construction, improvement, operation, maintenance, repair and/or restoration of Perris public streets, roadways, sidewalks, roadway lighting, storm drains, traffic signals or other public improvements, be adopted?

Because Measure A required collected revenue to be spent on specific purposes (i.e., a “special tax”), it required a 2/3 supermajority of voter approval to pass. However, only 52.16% of the City’s voters approved Measure A at the November 7, 2023, Special Municipal Election as shown in Exhibit “A” of the attached Resolution Certifying Election Results, which means that Measure A did not receive sufficient votes to pass.

The attached Resolution and Certificate of the City of Perris Elections Official confirms and certifies those results.

BUDGET (or FISCAL) IMPACT: The proposed action carries no fiscal impact.

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager _____

Attachments: 1. Resolution Number (next in order) Certifying Election Results as to Measure A.

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

RESOLUTION NUMBER (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECITING THE FACTS OF THE SPECIAL MUNICIPAL ELECTION HELD IN SAID CITY ON NOVEMBER 7, 2023, DECLARING THE RESULTS THEREOF AS TO A CITY MEASURE SUBMITTED AT SUCH ELECTION AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Special Municipal Election was held and conducted in the City of Perris, California, on Tuesday, November 7, 2023 (“Special Municipal Election”); and

WHEREAS, notice of said election was duly and regularly given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects said election was held and conducted and the votes cast thereat, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in cities; and

WHEREAS, pursuant to Resolution Number 6209 adopted on June 13, 2023, the Riverside County of Registrar of Voters canvassed the returns of said election and has certified the results to this City Council, and said results are received, attached and made a part hereof as Exhibit “A”.

NOW, THEREFORE, the City Council of the City of Perris does hereby **RESOLVE, DECLARE, DETERMINE** and **ORDER** as follows:

Section 1. That there were 14 voting precincts established for the purpose of holding said election consisting of the election precincts as established for the holding of state and county elections.

Section 2. That said Special Municipal Election was held for the purpose of considering the following Measure, which proposed a special tax, of said City.

Measure A

Shall the measure, establishing, for 30 years, an annual special business license tax of up to \$0.107 per square foot (subject to annual CPI adjustments) on distribution facilities, large truck storage businesses, and manufacturing businesses with large truck activity, annually collecting approximately \$4,019,315 to be used solely for construction, improvement, operation, maintenance, repair and/or restoration of Perris public streets, roadways, sidewalks, roadway lighting, storm drains, traffic	YES
	NO

signals or other public improvements, be adopted?	
---	--

Section 3. That the whole number of votes cast in said City was 3,089.

That the number of votes given at each precinct and the number of votes given in the City to the above-named measure are as listed in Exhibit "A" attached.

Section 5. Based upon Exhibit "A," the City Council does declare and determine that:

- Measure A was not approved by the voters of Perris, because it was not approved by 2/3 of Perris voters voting at the Special Municipal Election.

Section 6. Based upon the forgoing, and as attached in Exhibit "A," the City Clerk shall enter on the records of the City Council of said City, a statement of result of said election showing:

The whole number of votes cast in the City;
The measure voted on in this election
The number of votes given at each precinct for and against the measure.
The number of votes given in the City for and against the measure

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceeding of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

ADOPTED, SIGNED and APPROVED this 12th day of December, 2023.

Mayor, Michael M. Vargas

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a meeting thereof held the 12th day of December 2023, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, City Clerk

EXHIBIT "A"

***CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS***

Signed by Art Tinoco, Interim Registrar of Voters

***CERTIFICATE OF ELECTIONS OFFICIAL
OF THE CITY OF PERRIS***

Signed by Nancy Salazar, City Clerk



**REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE**

November 22, 2023

Nancy Salazar
City of Perris
101 N. D Street
Perris, CA 92570

Dear Ms. Salazar:

Enclosed is our certificate to the results of the canvass of election returns for the City of Perris, Special Measure Election held on November 7, 2023.

An invoice for services rendered will be mailed to you under a separate cover. Please let me know if I can be of any further assistance.

Sincerely,

ART TINOCO
Interim Registrar of Voters

Enclosures



**REGISTRAR OF VOTERS
COUNTY OF RIVERSIDE**

**CERTIFICATE OF REGISTRAR OF VOTERS
TO THE RESULTS OF THE CANVASS OF ELECTION RETURNS**

State of California)
) ss.
County of Riverside)

I, **ART TINOCO**, Interim Registrar of Voters of said County, do hereby certify that, in pursuance of the provisions of Sections 15301, 15372, and 15374 of the California Elections Code, I did canvass the returns of the votes cast in said County at the City of Perris Special Measure Election held on November 7, 2023, for and against the measure submitted to the vote of the electorate; and I further certify that the Statement of Votes cast, to which this certificate is attached, shows the whole number of votes cast for and against the measure in said County and in each of the respective precincts therein, and that the totals as shown for and against the measure are full, true, and correct.

Dated this 22nd day of November 2023.





ART TINOCO
Interim Registrar of Voters

Attachment

1 Measure A – City of Perris Special Business License Tax on Distribution Facilities and Certain Industrial Businesses						
		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
132005	Total	4242	393	9.26 %	237	156
132009	Total	3670	293	7.98 %	153	140
132014	Total	2128	208	9.77 %	101	107
133000	Total	3459	261	7.55 %	120	141
133011	Total	2552	187	7.33 %	105	82
133012	Total	1697	109	6.42 %	59	50
134005	Total	1437	123	8.56 %	60	63
134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39
Electionwide	Total	36145	3089	8.55 %	1609	1476
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
132005	Total	4242	393	9.26 %	237	156
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134005	Total	1437	123	8.56 %	60	63
134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39
39th Congressional District	Total	36145	3089	8.55 %	1609	1476
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
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134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39

1 Measure A - City of Perris Special Business License Tax on Distribution Facilities and Certain Industrial Businesses						
		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No
31st Senatorial District	Total	36145	3089	8.55 %	1609	1476
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
132005	Total	4242	393	9.26 %	237	156
132009	Total	3670	293	7.98 %	153	140
132014	Total	2128	208	9.77 %	101	107
133000	Total	3459	261	7.55 %	120	141
133011	Total	2552	187	7.33 %	105	82
133012	Total	1697	109	6.42 %	59	50
134005	Total	1437	123	8.56 %	60	63
134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39
60th Assembly District	Total	36145	3089	8.55 %	1609	1476
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
132005	Total	4242	393	9.26 %	237	156
132009	Total	3670	293	7.98 %	153	140
132014	Total	2128	208	9.77 %	101	107
133000	Total	3459	261	7.55 %	120	141
133011	Total	2552	187	7.33 %	105	82
133012	Total	1697	109	6.42 %	59	50
134005	Total	1437	123	8.56 %	60	63
134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39
1st Supervisorial District	Total	36145	3089	8.55 %	1609	1476
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
132005	Total	4242	393	9.26 %	237	156
132009	Total	3670	293	7.98 %	153	140
132014	Total	2128	208	9.77 %	101	107
133000	Total	3459	261	7.55 %	120	141
133011	Total	2552	187	7.33 %	105	82
133012	Total	1697	109	6.42 %	59	50
134005	Total	1437	123	8.56 %	60	63

1 Measure A – City of Perris Special Business License Tax on Distribution Facilities and Certain Industrial Businesses						
		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No
134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39
City of Perris	Total	36145	3089	8.55 %	1609	1476
131008	Total	2480	209	8.43 %	95	113
131012	Total	1756	148	8.43 %	70	77
131016	Total	2933	261	8.90 %	152	109
131021	Total	2503	264	10.55 %	153	111
City of Perris Council District #1	Total	9672	882	9.12 %	470	410
132005	Total	4242	393	9.26 %	237	156
132009	Total	3670	293	7.98 %	153	140
132014	Total	2128	208	9.77 %	101	107
City of Perris Council District #2	Total	10040	894	8.90 %	491	403
133000	Total	3459	261	7.55 %	120	141
133011	Total	2552	187	7.33 %	106	82
133012	Total	1697	109	6.42 %	59	50
City of Perris Council District #3	Total	7708	557	7.23 %	284	273
134005	Total	1437	123	8.56 %	60	63
134011	Total	2390	157	6.57 %	90	66
134014	Total	4208	395	9.39 %	172	222
134021	Total	690	81	11.74 %	42	39
City of Perris Council District #4	Total	8725	756	8.66 %	364	390
Contest Total		36145	3089	8.55 %	1609	1476

*** Indicates vote data was suppressed due to voter privacy settings.

City of Perris Special Measure Election
County of Riverside
November 7, 2023
Final Official Election Results

Precincts Reported: 14 of 14 (100.00%)

Voters Cast: 3,089 of 36,145 (8.55%)

Measure A – City of Perris Special Business License Tax on Distribution Facilities and Certain Industrial Businesses (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Total	
Times Cast		3,089 / 36,145	8.55%
Candidate	Party	Total	
Yes		1,609	52.16%
No		1,476	47.84%
Total Votes		3,085	



CITY OF PERRIS

Office of the City Clerk

101 North "D" Street
Perris, California 92570
Tel: (951) 956-2925
Fax: (951) 657-1087

CERTIFICATE OF ELECTIONS OFFICIAL TO THE RESULTS OF THE CANVASS OF SPECIAL MUNICIPAL ELECTION RETURNS

State of California)
County of Riverside) §
City of Perris)

I, NANCY SALAZAR, City Clerk/Elections Official for the City of Perris, do hereby certify that, pursuant to the provisions of Sections 15301, 15372 and 15374 of the California Elections Code, and City Council Resolution Number 6209, the Registrar of Voters did canvass the returns of the votes cast on November 7, 2023, as part of the Special Municipal Election in the

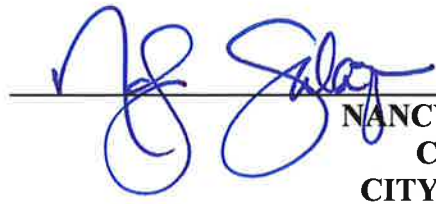
CITY OF PERRIS

and certified the statement of votes cast for Measure A at said election to be full, true and correct.

Pursuant to Elections Code Section 10262, I, Nancy Salazar, serving as the City's Elections Official do hereby certify these results to the City Council of the City of Perris.

Dated this 12th day of December, 2023.





NANCY SALAZAR
CITY CLERK
CITY OF PERRIS