



**NOTICE AND CALL  
OF SPECIAL MEETING**

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

**NOTICE IS HEREBY GIVEN** that a Special Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Joint Powers Authority and the Perris Community Economic Development Corporation is hereby called to be held on August 8, 2024, commencing at 4:45 p.m. at the City Council Chambers, 101 N. D Street, Perris, CA (corner of San Jacinto Ave. and Perris Blvd.), Perris, CA.

Said Special Meeting shall be for the purpose of conducting:

- Please see attached agenda for the items to be considered.


Dated: August 5, 2024



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*Michael M. Vargas, Mayor*

**ATTEST:**



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*Nancy Salazar, City Clerk*



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

**AGENDA  
SPECIAL 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**

**Thursday, August 8, 2024  
4:45 P.M.**

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

*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.*

**1. CALL TO ORDER: 4:45 P.M.**

**2. ROLL CALL:**

Corona, Rabb, Rogers, Nava, Vargas

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

**4. CLOSED SESSION:**

A. Conference with Real Property Negotiators – Government Code Section 54956.8  
Property: North Perris Water and Sewer System and Downtown Perris Water and Sewer System

City Negotiator: Clara Miramontes, City Manager

Negotiating Parties: Eastern Municipal Water District

Under Negotiation: Price and terms of payment

5. **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 approve and authorize the purchase of furniture, furnishings and equipment for the Cesar E. Chavez Public Library located at 163 E. San Jacinto Avenue, Perris CA 92570, from G/M Business Interiors in the amount of \$333,918 plus 20% contingency (\$66,784), totaling \$400,702 for a 40 working day term.
- B. Consideration to award the contract to Shaw Integrated Solutions, Inc. for removal of existing carpet and installation of new carpet flooring at the Cesar E. Chavez Public Library located at 163 E. San Jacinto Avenue, Perris CA 92570, in the amount of \$95,600.00 plus 20% contingency (\$19,120.00), totaling \$114,720.00 for a 30- working day term.
- C. Consideration to award the contract to SCB S0. California Builders, Inc. for restroom renovation at the Cesar E. Chavez Public Library located at 163 E. San Jacinto Avenue, Perris CA 92570, in the amount of \$255,000.00 plus 20% contingency (\$51,000.00), totaling \$306,000.00 for a 60-working day term.
- D. Consideration to approve a request by KB Homes for a Full Road Closure for Old Evans Road between Evans Road and Walnut Avenue from August 26, 2024 through October 18, 2024.
- E. Consideration to approve Amendment No. 1 to Contract Service Agreement for Perris Valley Storm Drain Channel Trail, Phase 2 Biological and Regulatory Support Services between the City of Perris and Glenn Lukos Associates in the amount of \$19,740.00; contract term remains through December 31, 2025.

6. **ADJOURNMENT:**



# CITY OF PERRIS

5.A.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** August 8, 2024

**SUBJECT:** Consideration to approve and authorize the removal of existing furniture and the purchase, delivery and assembly of new furniture, furnishings and equipment for the Cesar E. Chavez Public Library located at 163 E. San Jacinto Avenue, Perris CA 92570, from G/M Business Interiors in the amount of \$333,918 plus 20% contingency (\$66,784), totaling \$400,702 for a 90 working day term.

**REQUESTED ACTION:** That the City Council 1) Approve and authorize the purchase of furniture, furnishings, and equipment from G/M Business Interiors for a total purchase amount of \$333,918; 2) Authorize 20% (\$66,784) of the purchase amount for contingency; and 3) Authorize the City Manager or her designee to execute the contract and all project related documents, subject to City Attorney approval as to form.

**CONTACT:** Sabrina Chavez, Director of Community Services *SC*

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### BACKGROUND/DISCUSSION:

The City of Perris is pursuing interior renovations to the Cesar E. Chavez Perris Library ("Library") located at 163 E. San Jacinto Avenue, Perris CA 92570. The city secured funding from the County of Riverside in the amount of \$600,000, which is budgeted from the County Fiscal Year 2024-2025 for furniture, furnishings, and equipment. The city has also allocated \$600,000 for additional interior project improvements. Through this partnership, the county and city will be able to upgrade the interior of the Library with new furniture, furnishings and equipment.

City staff solicited informal bids to procure furniture, furnishings, and equipment specified by library staff, and only one responsive bid was submitted by G/M Business for a total bid amount of \$333,917.79. The bid includes the removal of exiting furniture, and the purchase, delivery, and assembly of new library furniture consisting of tables, chairs, computer stations, lounge seating, mobile book display, custom reception station, and laminate replacement of existing bookshelves that will be configured throughout the library open area and study rooms. (see Attachment 2: Project Bid Summary). There is a 12-16 week lead time on the delivery of new furniture, furnishings and equipment, and therefore, approval of this item would allow staff to proceed with the direct purchase order and avoid project delays. There is available project funding to be reimbursed by the county, to proceed

with this purchase order, including an additional 20 percent contingency for any additional furniture, furnishings or equipment needed for the successful execution of the library renovation project.

At this time, staff is recommending that the City Council approve and authorize the purchase of furniture, furnishings, and equipment from G/M Business Interiors for a total purchase amount of \$333,918; authorize 20% (\$66,784) of the purchase amount for contingency; and authorize the City Manager to execute the contract and all project related documents, subject to City Attorney approval as to form.

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**BUDGET (or FISCAL) IMPACT:**

The cost associated with the general purchase of goods and services by G/M Business Interiors for \$333,918 plus 20% contingency (\$66,784), totaling \$400,702 will be covered by approved Fiscal Year 2024-2025 Cesar Chavez Library Building Maintenance Budget (14041332-7451) and reimbursed by the County of Riverside.

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Prepared by: Martin E. Martinez, Management Analyst

**REVIEWED BY:**

Assistant City Manager: \_\_\_\_\_

Assistant City Manager: \_\_\_\_\_

Director of Finance: \_\_\_\_\_

**Attachments:**

1. City of Perris Cesar Chavez Library Location Map
2. Project Bid Summary
3. Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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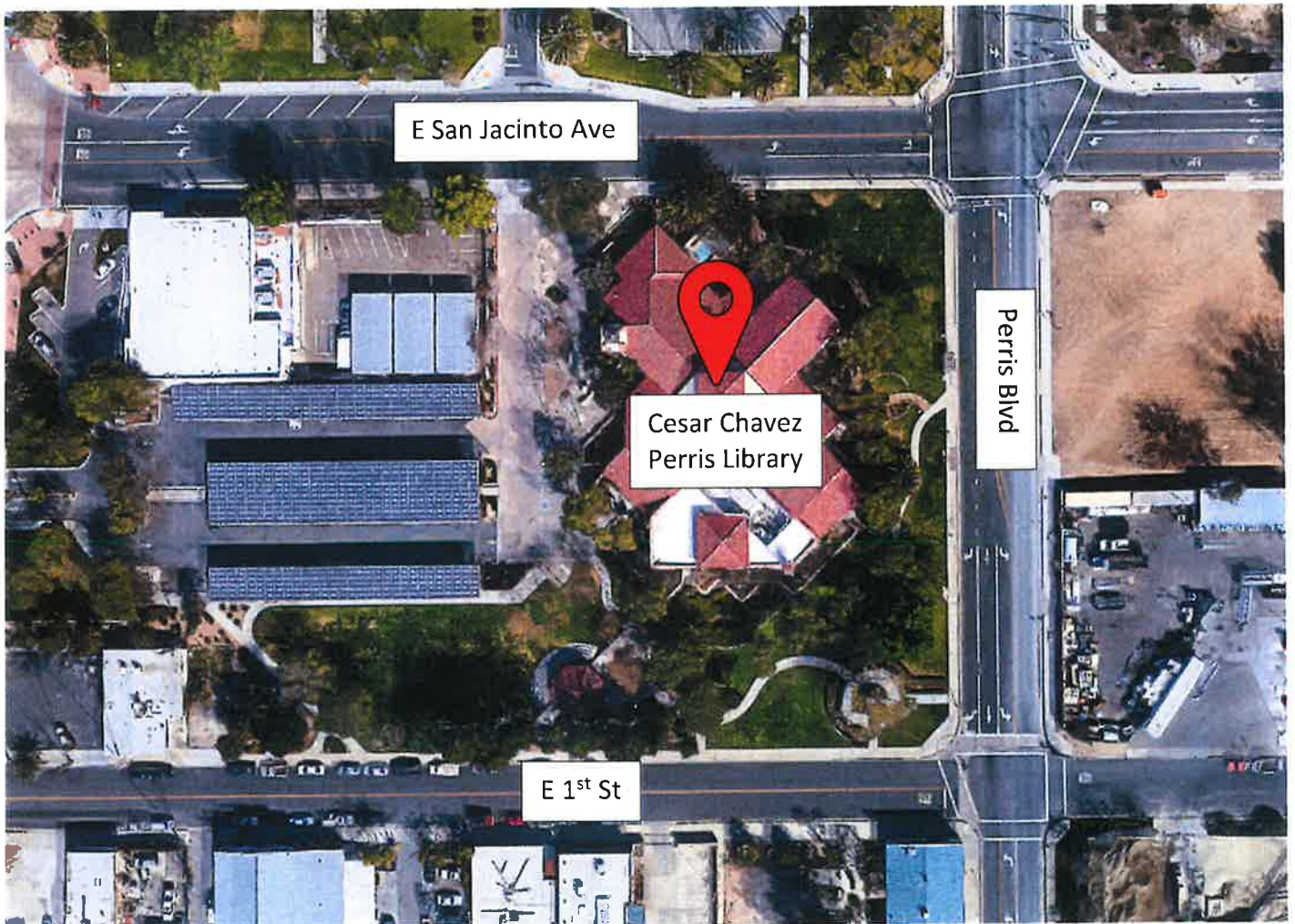
## **ATTACHMENT 1: CITY OF PERRIS CESAR E. CHAVEZ PUBLIC LIBRARY LOCATION MAP**



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

## LIBRARY LOCATION MAP



**Cesar Chavez Perris Library**  
163 E. San Jacinto, Perris, CA 92570.



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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## **ATTACHMENT 2: PROJECT BID SUMMARY**





# CITY OF PERRIS

COMMUNITY SERVICES

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## Bid Summary

**Product:** Cesar Chavez Library Project

**Description:** The City of Perris solicited informal bids to procure and assemble furniture, furnishings, and equipment and only one responsive bid was submitted for the Cesar E. Chavez Public Library Project.

<b>Contractor:</b>	<b>Price</b>
1) G/M Business Interiors	\$333,917.79
2) Library Furniture International	Nonresponsive
3) Demco	Nonresponsive
4) Southwest Solutions Group	Nonresponsive
5) Western Office Furniture Solutions	Nonresponsive



elevate your workplace™



**Project ID / Who & Where**

LIBRARY- COR -CITY OF PERRIS COLLAB

**Date:**

8/1/2024

**Quotation**

**228606**

**BILL TO:**

2156

**SHIP TO:**

CITY OF PERRIS  
101 NORTH "D" STREET

PERRIS (SAN JACINTO) LIBRARY  
163 E San Jacinto Ave

PERRIS CA 92570

Perris CA 92570

SABRINA CHAVEZ Phone: (951)435-7220  
Fax:

SABRINA CHAVEZ Phone: (951)435-7220  
Fax:

**Product Counts:** Systems 20 Desk Units 1 Tables 47 Files 0 Chairs 179 Storage 3 Ancillary 0

**GRAND TOTAL**

**\$333,917.79**

**Product Summary / Scope of Work**

**PROJECT #**

QUOTE FOR: HERMAN MILLER, SITONIT, LELAND, OSCAR INDUSTRIES, VALENTINE, AND MARATHON SYSTEMS, SEATING, DESKS, LOUNGE SEATING AND POWER

WORKSTATION QTY #20 COMPUTER STATIONS  
DESKING UNITS QTY # (01) EA RECEPTION - (04) EA STUDY

FOR:LIBRARY- COR -CITY OF PERRIS COLLAB

\*\*\*\*\*PROJECT START DATE: TBD  
\*\*\*\*\*CUSTOMER MOVE-IN DATE :TBD

\*\*PREVAILING WAGE\*\*

**SCOPE OF WORK:**

**1) REMOVAL SERVICES:**

- G/M TO REMOVE AND DISPOSE OF EXISTING 10-PACK COMPUTER STATION
- G/M TO REMOVE AND DISPOSE OF (52) EA EXISTING ASSORTED TABLES
- G/M TO REMOVE (32) EA EXISTING TASK CHAIRS
- G/M TO REMOVE AND DISPOSE OF (332) EXISTING CHAIRS (WOODEN AND STACKING)
- G/M TO REMOVE AND DISPOSE OF (02) EA EXISTING SOFAS
- G/M TO REMOVE AND DISPOSE OF (19) EA EXISTING LOUNGE CHAIRS
- G/M TO REMOVE AND DISPOSE OF (06) EA EXISTING LATERALS

**2) NEW PRODUCT ASSEMBLY:**

- G/M TO SET IN PLACE (26) EA 28" H HERMAN MILLER COMMUNAL TABLES
- G/M TO SET IN PLACE (20) EA USER HERMAN MILLER COMPUTER STATIONS

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))

Project PAS: Genesis Chavez

AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

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800-686-6583 800-686-6583 Fax: 951-684-0837

G/M Business Interiors

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

G/M TO COORDINATE THE DELIVERY OF (01) EA CUSTOM RECEPTION DESK - G/M TO SET IN PLACE (03) EA HERMAN MILLER MOBILE PEDESTALS W/ CUSHION TOPS AND (03) EA MIRRA 2 TASK CHAIRS INTO RECEPTION AREA

- G/M TO SET IN PLACE (10) EA 16"H HERMAN MILLER TABLES IN SOFT SEATING AREAS
- G/M TO SET IN PLACE (08) EA 22"H CHILDREN'S TABLES & (03) EA 20"H CHILDREN'S TABLES
- G/M TO SET IN PLACE (114) EA SITONIT FOCUS SIDE CHAIRS
- G/M TO SET IN PLACE (30) EA LELAND 16"H CHILDREN'S ZOOM ROUND BACK CHAIRS
- G/M TO SET IN PLACE (12) EA LELAND ZOOM 14"H ROUND BACK ZOOM CHAIRS
- G/M TO SET IN PLACE (20) EA SITONIT COMPOSIUM LOUNGE CHAIRS
- G/M TO SET IN PLACE (03) EA 3-TIER MOBILE BOOK DISPLAY CUSTOM MADE BY G/M VENDOR

3) PLEASE CONTACT SABRINA CHAVEZ TO SCHEDULE SERVICES

**\*\*DESIGN SERVICES BREAKDOWN\*\***

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (19) HRS @ \$55/HR = \$1,045.00

CUSTOMER NET TOTAL: \$333,917.79

**\*\*NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND**

LEAD TIME: 12-16 WEEKS

**G/M** **Quotation # 228606**

<b>BOM</b>		<b>Who/What/Where</b>	<b>List</b>	<b>List Ext</b>	<b>Sell</b>	<b>Sell Ext</b>
<b>A</b>	<b>LOT 1</b>	<b>CHILDRENS AREA</b>	<b>31,186.00</b>	<b>31,186.00</b>	<b>14,725.94</b>	<b>14,725.94</b>

<b>Description:</b>	<b>Non-Tax Svcs.</b>	<b>Taxable Svcs.</b>	<b>Freight</b>	<b>Design Fee</b>
(12) EA LELAND MODEL ZOOM 14" HIGH CHILDREN'S CHAIRS	.00	.00	.00	.00
(30) EA LELAND MODEL ZOOM 16" HIGH CHILDREN'S CHAIRS				
(03) EA LELAND MODEL ZOOM 20" HIGH CHILDREN'S TABLES; 30X60				
(08) EA LELAND MODEL ZOOM 22" HIGH CHILDREN'S TABLES; 30X60				

**BOM: See Attached Bill of Materials**  
**Piece Count: 53**

<b>BOM</b>		<b>Who/What/Where</b>	<b>List</b>	<b>List Ext</b>	<b>Sell</b>	<b>Sell Ext</b>
<b>B</b>	<b>LOT 1</b>	<b>COMPUTER STATIONS</b>	<b>66,461.00</b>	<b>66,461.00</b>	<b>18,031.55</b>	<b>18,031.55</b>

<b>Description:</b>	<b>Non-Tax Svcs.</b>	<b>Taxable Svcs.</b>	<b>Freight</b>	<b>Design Fee</b>
20- PACK HERMAN MILLER CANVAS COMPUTER STATION W POWER, PANELS AND FIXED HEIGHT DESKS	.00	.00	.00	.00

**BOM: See Attached Bill of Materials**  
**Piece Count: 306**

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
 AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
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**800-686-6583 800-686-6583 Fax: 951-684-0837**  
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 1099 W. La Cadena Drive, Riverside CA, 92501  
<http://www.gmbi.net>

BOM				Who/What/Where			
C				List	List Ext	Sell	Sell Ext
LOT	1	LAMINATE REPLACEMENT		.00	.00	85,617.63	85,617.63

Description:	Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
CUSTOM MADE LAMINATE TOPS	.00	.00	.00	.00

BOM: See Attached Bill of Materials  
Piece Count: 1

BOM				Who/What/Where			
D				List	List Ext	Sell	Sell Ext
LOT	1	OPEN SEATING AREA		176,759.00	176,759.00	70,327.56	70,327.56

Description:	Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
(108) SITONIT FOCUS SIDE CHAIRS W/ MESH BACK ; ARMLESS (01) EA CUSTOM MADE 3-TIER MOBILE BOOK DISPLAY W/ LOCKING CASTER	.00	.00	.00	.00

(20) EA SITONIT COMPOSIUM SHARP CLUB SEATS 34"H X 31"W  
X 25"D  
(13) EA HERMAN MILLER EVERYWHERE RECTANGLE TABLES  
W/ POST LEGS 30"D X 60"W  
(09) EA HERMAN MILLER EVERYWHERE RECTANGLE TABLES  
W/ POST LEGS 36"D X 72"W  
(10) EA HERMAN MILLER EVERYWHERE OCCASIONAL TABLES  
W/ SINGLE COLUMN BASE 24"D X 24"W

BOM: See Attached Bill of Materials  
Piece Count: 161

BOM				Who/What/Where			
E				List	List Ext	Sell	Sell Ext
LOT	1	PAINT		111.00	111.00	27.34	27.34

Description:	Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
(02) EA HERMAN MILLER BRUSH ON PAINT (02) EA HERMAN MILLER AERSOL PAINT CANS	.00	.00	.00	.00

BOM: See Attached Bill of Materials  
Piece Count: 4

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
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800-686-6583 800-686-6583 Fax: 951-684-0837  
G/M Business Interiors  
1099 W. La Cadena Drive, Riverside CA, 92501  
<http://www.gmbi.net>

BOM		Who/What/Where				
F		List	List Ext	Sell	Sell Ext	
LOT	1	NEW RECEPTION	127,348.13	127,348.13	64,950.13	64,950.13

**Description:**

(01) EA DELIVERY AND ASSEMBLY OF NEW RECEPTION STATIONS FOR 3-USERS W/ (03) EA HERMAN MILLER TU MOBILE PEDESTALS W/ CUSHION TOPS  
(03) EA HERMAN MILLER MIRRA 2 TASK CHAIRS

Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
.00	.00	.00	.00

BOM: See Attached Bill of Materials

Piece Count: 19

BOM		Who/What/Where				
G		List	List Ext	Sell	Sell Ext	
LOT	1	STUDY ROOMS	33,096.00	33,096.00	11,626.76	11,626.76

**Description:**

(12) EA SITONIT FOCUS ARMLESS SIDE CHAIRS W/ MESH BACK  
(04) EA HERMAN MILLER HEADWAY RECTANGLE TABLES W/ Y-SHAPE BASE 25.5"H X 36"D X 72"W  
(04) EA HERMAN MILLER LOGIC G1000 FOR TABLES

Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
.00	.00	.00	.00

BOM: See Attached Bill of Materials

Piece Count: 28

BOM		Who/What/Where				
H		List	List Ext	Sell	Sell Ext	
LOT	0	DELIVERY AND ASSEMBLY	.00	.00	.00	.00

**Description:**

DELIVERY AND ASSEMBLY OF NEW RECEPTION DESK

Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
.00	3,004.81	.00	.00

BOM: See Attached Bill of Materials

Piece Count:

BOM		Who/What/Where				
I		List	List Ext	Sell	Sell Ext	
LOT	0	REPLACEMENT OF LAMINATE SHELVING	.00	.00	.00	.00

**Description:**

DELIVERY & REPLACEMENT OF EXISTING LAMINATE SHELVING

Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
.00	12,989.18	.00	.00

BOM: See Attached Bill of Materials

Piece Count:

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez

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G/M Business Interiors

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

BOM

J

## Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	0	Z G/M Services	.00	.00	.00	.00

## Description:

	Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
**DESIGN SERVICES BREAKDOWN**	18,686.00	8,969.00	.00	1,045.00

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (19)  
HRS @ \$55/HR = \$1,045.00

G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.

G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors, field checks, monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.

G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.

G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.

G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at [warranty@gmbi.net](mailto:warranty@gmbi.net)

**BOM: See Attached Bill of Materials**

**Piece Count:**

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))

AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez

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G/M Business Interiors

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>

## Featured Product of the Month

HermanMiller  
Cyclade Tables



G/M accepts credit cards at 0% for purchases up to \$10,000  
Purchases over \$10,000 requires a surcharge of 2.75%

<b>Product Subtotal:</b>	<b>\$265,306.91</b>
<b>Services (Taxable)</b>	<b>\$24,962.99</b>
<b>Freight (Taxable)</b>	<b>\$1,318.77</b>
<b>Services (Non-Taxable)</b>	<b>\$18,686.00</b>
<b>Design Services (Non-Taxable)</b>	<b>\$1,045.00</b>
<b>Taxable Subtotal:</b>	<b>\$291,588.67</b>
<b>Non-Taxable Subtotal:</b>	<b>\$19,731.00</b>
<b>Sales Tax (7.750%)</b>	<b>\$22,598.12</b>
<b>Total:</b>	<b>\$333,917.79</b>

## Terms:

**Net 30 Days 100% \$333,917.79**

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a "ready to deliver" notification will be sent to you. G/M, at this point, will graciously store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month's handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

**Approved by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))

AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez

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G/M Business Interiors

1099 W. La Cadena Drive, Riverside CA, 92501

<http://www.gmbi.net>



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:53 AM  
 Quote # 228606  
 Department: CHILDRENS AREA  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
LELAND								
1	3		ZNT-20H-WT-3060-L-	1,172.00	3,516.00	553.42	1,660.26	%
			<b>Model: Zoon Children's Table Table Height: 20" High</b> • Base Finish: White Textured • Top Size: 30" x 60" • Top Finish or Color: Laminate • Laminate Vendor: To Be Determined • Laminate Selection: Please specify standard • laminate • Edge Type: 1 3/16" Flat PVC • Edge Finish or Color: To Be Determined • Glide Color: Cool Grey • COMMENT: Please specify all standard finishes. • Drawing approval required when order is placed.					
			<b>Tag: CHILDRENS AREA</b>					
2	8	14A	ZNT-22H-WT-3060-L-	1,202.00	9,616.00	567.58	4,540.64	%
			<b>Model: Zoon Children's Table</b> • Base Finish: White Textured • Top Size: 30" x 60" • Top Finish or Color: Laminate • Laminate Vendor: To Be Determined • Laminate Selection: Please specify standard • laminate • Edge Type: 1 3/16" Flat PVC • Edge Finish or Color: To Be Determined • Glide Color: Cool Grey • COMMENT: Please specify all standard finishes					
			<b>Tag: CHILDRENS AREA</b>					
3	30	14A	ZNC-SH16-R-F999-TE	441.00	13,230.00	208.24	6,247.20	%
			<b>Model: Zoon Children's Chair Seat Height: 16" High</b> • Shell Style: Round • Shell Art: None F999 • Shell Finish: To Be Determined • Base Type: 4-Leg Steel • Base Finish: White Textured • Glide Color: Grey • COMMENT: Please specify shell finish.					
			<b>Tag: CHILDRENS AREA</b>					





CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:53 AM  
 Quote # 228606  
 Department: CHILDRENS AREA  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
LELAND								
4	12		ZNC-SH14-R-F999-TE	402.00	4,824.00	189.82	2,277.84	%
			Model: Zoon Children's Chair					
			•			• Shell Style: Round		
			•			• Shell Art: None F999		
			•			• Shell Finish: To Be Determined		
			•			• Base Type: 4-Leg Steel		
			•			• Base Finish: White Textured		
			•			• Glide Color: Grey		
			•			• COMMENT: Please specify shell finish		
			Tag: CHILDRENS AREA					

**Product Subtotal: \$14,725.94**



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
ELEVATE								
1	10		GMSPW Elevate™ Surge Protector • Tag: COMPUTER STATIONS	82.00	820.00	23.31	233.10	%
			• White					
2	10		GMSPW Elevate™ Surge Protector • Tag: COMPUTER STATIONS	82.00	820.00	23.31	233.10	%
			• White					
HERMANMILLER								
3	10		FT170.3036T +Lower Tile, Tackable Fabric 30H 36W 91 • Horizontal Bead • +white 8R • Surface Finish • +twist-Pr Cat 2 14 • 8R_Colors • +twist tin Tag: COMPUTER STATIONS	241.00	2,410.00	59.33	593.30	75.38 %
4	20		FT170.3030T +Lower Tile, Tackable Fabric 30H 30W 91 • Horizontal Bead • +white 8R • Surface Finish • +twist-Pr Cat 2 14 • 8R_Colors • +twist tin Tag: COMPUTER STATIONS	221.00	4,420.00	54.41	1,088.20	75.38 %
5	3	(2) PER FRAME (TO GO UNDER THE GLIDE)	G1190.01 @Carpet Grippers 25/Pkg • Tag: COMPUTER STATIONS	78.00	234.00	19.20	57.60	75.38 %
6	2	24/72	FTS10.2472LF +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf LBQ • Top Finish • +white twill LBQ • Edge Finish • +white twill Tag: COMPUTER STATIONS	744.00	1,488.00	183.17	366.34	75.38 %
7	6	24/36	FTS10.2436LF +Rect Surf,sq-edge,24" d,36" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf LBQ • Top Finish • +white twill LBQ • Edge Finish • +white twill Tag: COMPUTER STATIONS	409.00	2,454.00	100.69	604.14	75.38 %



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
8	3	4A	FT126.4AP	45.00	135.00	11.08	33.24	75.38 %
			+Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd					
		91	• Surface Finish • +white					
			Tag: COMPUTER STATIONS					
9	2	3A	FT126.3AP	45.00	90.00	11.08	22.16	75.38 %
			+Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd					
		91	• Surface Finish • +white					
			Tag: COMPUTER STATIONS					
10	8	R	FT290.24R	49.00	392.00	12.06	96.48	75.38 %
			+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd					
		91	• Finish • +white					
			Tag: COMPUTER STATIONS					
11	10	L	FT290.24L	49.00	490.00	12.06	120.60	75.38 %
			+Surface Cantilever, for 20"-or 24" deep surface,lft-hnd					
		91	• Finish • +white					
			Tag: COMPUTER STATIONS					
12	1	6	FT140.06	245.00	245.00	60.32	60.32	75.38 %
			+Power Entry, External Direct Connect 6'long					
		LZ	• Wiring Type • +PVC-free					
			Tag: COMPUTER STATIONS					
13	10		Y1414.L06S	457.00	4,570.00	192.87	1,928.70	57.80 %
			+Logic Mini,1 simplex receptacles, 1 pwr USB A/C Combo,6' cord/conduit,surf clamp					
		91	• Finish • @white					
			Tag: COMPUTER STATIONS					
14	5	35/36J	FT110.3536J	305.00	1,525.00	75.09	375.45	75.38 %
			+Frame,Base Covers, Pwr/Data knockouts 35H 36W					
		91	• Base Finish • +white					
			Tag: COMPUTER STATIONS					
15	10	35/30N	FT110.3530N	274.00	2,740.00	67.46	674.60	75.38 %
			+Frame,Base Covers, no knockouts 35H 30W					
		91	• Base Finish • +white					
			Tag: COMPUTER STATIONS					
16	5	G07/365A	FT114.0736P5A	533.00	2,665.00	131.22	656.10	75.38 %
			+Frame Top Screen,Ptd Stndrd Top Cap,Opal Etched 1/4 thick, 7H 36W					
		91	• Top Cap Finish • +white					
			Tag: COMPUTER STATIONS					



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
17	10	G07/305A	FT114.0730P5A +Frame Top Screen,Ptd Stndrd Top Cap,Opal Etched 1/4 thick, 7H 30W 91 • Top Cap Finish • +white Tag: COMPUTER STATIONS	482.00	4,820.00	118.66	1,186.60	75.38 %
18	10	35B	FT160.35BP +Finished End,Base Cover Ptd 35H 91 • Surface Finish • +white Tag: COMPUTER STATIONS	81.00	810.00	19.94	199.40	75.38 %
19	2	1/35B	FT123.135BP +Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 35H 91 • Surface Finish • +white Tag: COMPUTER STATIONS	58.00	116.00	14.28	28.56	75.38 %
20	5	PH/B	FT150.36 +Base Power Harness 36W LZ • Wiring Type • +PVC-free Tag: COMPUTER STATIONS	194.00	970.00	47.76	238.80	75.38 %
21	1	C	FT155.C +15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg 91 • Finish • +white Tag: COMPUTER STATIONS	257.00	257.00	63.27	63.27	75.38 %
22	1	B	FT155.B +15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg 91 • Finish • +white Tag: COMPUTER STATIONS	257.00	257.00	63.27	63.27	75.38 %
23	2	A	FT155.A +15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg 91 • Finish • +white Tag: COMPUTER STATIONS	257.00	514.00	63.27	126.54	75.38 %
24	3	PH/EXT	FT151. +Power Harness Extender • Tag: COMPUTER STATIONS	44.00	132.00	10.83	32.49	75.38 %
25	10		G1331. +Cord Cleat 2/Pkg • Tag: COMPUTER STATIONS	33.00	330.00	8.12	81.20	75.38 %



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
26	1		FT128.35 +Connection Hardware, Frame-to-Frame 35H • • Tag: COMPUTER STATIONS	36.00	36.00	8.86	8.86	75.38 %
27	3		FT121.446 +Conn 90,Universal,4way-for 46H frames and lower • • Tag: COMPUTER STATIONS	118.00	354.00	29.05	87.15	%
28	2		FT121.346 +Conn 90,Universal,3way-for 46H frames and lower • • Tag: COMPUTER STATIONS	101.00	202.00	24.87	49.74	%
29	10		FT170.3036T +Lower Tile, Tackable Fabric 30H 36W 91 • Horizontal Bead • +white 8R • Surface Finish • +twist-Pr Cat 2 14 • 8R_Colors • +twist tin Tag: COMPUTER STATIONS	241.00	2,410.00	59.33	593.30	75.38 %
30	20		FT170.3030T +Lower Tile, Tackable Fabric 30H 30W 91 • Horizontal Bead • +white 8R • Surface Finish • +twist-Pr Cat 2 14 • 8R_Colors • +twist tin Tag: COMPUTER STATIONS	221.00	4,420.00	54.41	1,088.20	75.38 %
31	2	24/72	FTS10.2472LF +Rect Surf,sq-edge,24" d,72" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf LBQ • Top Finish • +white twill LBQ • Edge Finish • +white twill Tag: COMPUTER STATIONS	744.00	1,488.00	183.17	366.34	75.38 %
32	6	24/36	FTS10.2436LF +Rect Surf,sq-edge,24" d,36" w,high-pressure lam top/thermoplastic edge,Canvas frame att surf LBQ • Top Finish • +white twill LBQ • Edge Finish • +white twill Tag: COMPUTER STATIONS	409.00	2,454.00	100.69	604.14	75.38 %
33	1	A	FT155.A +15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg 91 • Finish • +white Tag: COMPUTER STATIONS	257.00	257.00	63.27	63.27	75.38 %



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
34	3	4A	FT126.4AP +Top Cap, Conn 90-Deg, Connects-4 Frame Top Caps Ptd 91 • Surface Finish • +white Tag: COMPUTER STATIONS	45.00	135.00	11.08	33.24	75.38 %
35	2	3A	FT126.3AP +Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd 91 • Surface Finish • +white Tag: COMPUTER STATIONS	45.00	90.00	11.08	22.16	75.38 %
36	8	R	FT290.24R +Surface Cantilever, for 20"-or 24" deep surface,rt-hnd 91 • Finish • +white Tag: COMPUTER STATIONS	49.00	392.00	12.06	96.48	75.38 %
37	10	L	FT290.24L +Surface Cantilever, for 20"-or 24" deep surface,lft-hnd 91 • Finish • +white Tag: COMPUTER STATIONS	49.00	490.00	12.06	120.60	75.38 %
38	1	6	FT140.06 +Power Entry, External Direct Connect 6'long LZ • Wiring Type • +PVC-free Tag: COMPUTER STATIONS	245.00	245.00	60.32	60.32	75.38 %
39	10		Y1414.L06S +Logic Mini,1 simplex receptacles, 1 pwr USB A/C Combo,6' cord/conduit,surf clamp 91 • Finish • @white Tag: COMPUTER STATIONS	457.00	4,570.00	192.87	1,928.70	57.80 %
40	5	35/36J	FT110.3536J +Frame,Base Covers, Pwr/Data knockouts 35H 36W 91 • Base Finish • +white Tag: COMPUTER STATIONS	305.00	1,525.00	75.09	375.45	75.38 %
41	10	35/30N	FT110.3530N +Frame,Base Covers, no knockouts 35H 30W 91 • Base Finish • +white Tag: COMPUTER STATIONS	274.00	2,740.00	67.46	674.60	75.38 %
42	5	G07/365A	FT114.0736P5A +Frame Top Screen,Ptd Stndrd Top Cap,Opal Etched 1/4 thick, 7H 36W 91 • Top Cap Finish • +white Tag: COMPUTER STATIONS	533.00	2,665.00	131.22	656.10	75.38 %



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
43	10	G07/305A	FT114.0730P5A	482.00	4,820.00	118.66	1,186.60	75.38 %
			+Frame Top Screen,Ptd Stndrd Top Cap,Opal Etched 1/4 thick, 7H 30W					
		91	• Top Cap Finish • +white					
			Tag: COMPUTER STATIONS					
44	10	35B	FT160.35BP	81.00	810.00	19.94	199.40	75.38 %
			+Finished End,Base Cover Ptd 35H					
		91	• Surface Finish • +white					
			Tag: COMPUTER STATIONS					
45	2	1/35B	FT123.135BP	58.00	116.00	14.28	28.56	75.38 %
			+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 35H					
		91	• Surface Finish • +white					
			Tag: COMPUTER STATIONS					
46	5	PH/B	FT150.36	194.00	970.00	47.76	238.80	75.38 %
			+Base Power Harness 36W					
		LZ	• Wiring Type • +PVC-free					
			Tag: COMPUTER STATIONS					
47	1	C	FT155.C	257.00	257.00	63.27	63.27	75.38 %
			+15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg					
		91	• Finish • +white					
			Tag: COMPUTER STATIONS					
48	1	B	FT155.B	257.00	257.00	63.27	63.27	75.38 %
			+15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg					
		91	• Finish • +white					
			Tag: COMPUTER STATIONS					
49	3	PH/EXT	FT151.	44.00	132.00	10.83	32.49	75.38 %
			+Power Harness Extender					
			•					
			Tag: COMPUTER STATIONS					
50	10		G1331.	33.00	330.00	8.12	81.20	75.38 %
			+Cord Cleat 2/Pkg					
			•					
			Tag: COMPUTER STATIONS					
51	1		FT128.35	36.00	36.00	8.86	8.86	75.38 %
			+Connection Hardware, Frame-to-Frame 35H					
			•					
			Tag: COMPUTER STATIONS					



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:54:55 AM  
 Quote # 228606  
 Department: COMPUTER STATIONS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
52	3		FT121.446 +Conn 90,Universal,4way-for 46H frames and lower	118.00	354.00	29.05	87.15	%
			Tag: COMPUTER STATIONS					
53	2		FT121.346 +Conn 90,Universal,3way-for 46H frames and lower	101.00	202.00	24.87	49.74	%
			Tag: COMPUTER STATIONS					

Product Subtotal: \$18,031.55





CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:05 AM  
 Quote # 228606  
 Department: LAMINATE REPLACEMENT  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
MARATHON								
1	1			.00	.00	85,617.63	85,617.63	%
<b>Lot of New Laminate Sides and Tops As Follows:</b>								
<ul style="list-style-type: none"> <li>• 24- 93"W x 21"W Side Panel. 10 - 93"H x 25"W Side Panel.</li> <li>• 3- 93"W x 11 3/4"W Side Panel. 1 - 93"H x 15 1/2"W Side Panel.</li> <li>• 1 - 93"W x 12"W Side Panel. 1 - 147 1/2"L x 40 1/2"D Top.</li> <li>• 1 - 40 1/2"W x 53 1/4"H Side Panel. 1 - 25"W x 69"H Side Panel.</li> <li>• 4 - 21"W x 69"H Side Panel. 3 - 25"W x 49"H Side Panel.</li> <li>• 3- 36"W x 13 1/2"D Top. 3 - 12'- 1/2"L x 25"D Top.</li> <li>• 1 - 14"W x 49"H Side Panel. 6 - 21"W x 69"H Side Panel.</li> <li>• 1 - 12'W x69"H Side Panel. 2 - 11 1/2"W x 93'H Side Panel.</li> <li>• 1 - 15' - 1/2"L x 13 1/2D Top. 1 - 10'-2 1/8"L x 13 1/2"D Top.</li> </ul>								
<b>Tag: LAMINATE REPLACEMENT</b>								

**Product Subtotal: \$85,617.63**



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:05 AM  
 Quote # 228606  
 Department: OPEN SEATING AREA  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
VALENTINEINDUSTRIES								
1	1			.00	.00	2,986.49	2,986.49	%
			<b>3 TIERED MOBILE BOOK DISPLAYS W/ 9 BLACK LOCKING CASTERS</b>					
			•	• Overall Size : 60 " Wide x 60 " Deep x 42 " High.				
			•	• Height Includes Casters.				
			•	• Material Makeup : 1 3/16 " Thick PB Construction				
			•	• Tier Heights : Equal or Step Up ( TBD ).				
			•	• Finishes: Premium HPL Laminate.				
			•	• Wilsonart # 8212K-28 Phantom Ecru Gloss Line Finish				
			•	• Grain Direction : Horizontal or Vertical ( TBD ).				
			•	• Exterior Edge Band : Thin Tape Matching Color				
			•	• Locking 5 13/16 " High Casters : Black Mc Master Carr Swivel #				
			•	• 2380T61				
			<b>Tag: OPEN SEATING AREA</b>					
SITONIT								
2	16		CP.AS1.SN1	2,823.00	45,168.00	1,139.45	18,231.20	59.64 %
			<b>COMPOSIUM, SHARP SEATING, CLUB 34H X 31W X 28D</b>					
		LS8	• Foot Style	• Metal 1.5 Inch Pole Silver Powder Coat				
		~	• Tablet Arm	• No Tablet Arm				
		ACP2	• Wood Arm	• Urethane Arm Cap				
		BS1	• Back Style	• Square				
		~	• Seat Options	• No Seat Option				
		~	• Moisture Barrier	• No Moisture Barrier				
		~	• CAL 133 Option	• No CAL 133				
		~	• Power Location	• No Power				
		~	• Finishes	• No Stain				
		USU	• Fabric Option	• Single Upholstered				
		SV3	• Valance Style	• 3/4 Valance				
		FG6	• Club, Single Upr	• Fabric/Vinyl Grade 6				
		BIG DOT	• Fabric Grade 6	• Big Dot Standard Color Selection				
		BLUEBERRY	• Big Dot Color Se	• Big Dot Blueberry				
		P1	• Packaging	• Fully assembled in carton				
		<b>Tag: OPEN SEATING AREA</b>						



CITY OF PERRIS

7/18/2024

LIBRARY- COR -CITY OF PERRIS CC 10:55:05 AM

Quote # 228606

Department: OPEN SEATING AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %	
				Unit	Extended	Unit	Extended		
SITONIT									
3	4		CP.AS1.SN1	2,823.00	11,292.00	1,139.45	4,557.80	59.64 %	
			<b>COMPOSIUM, SHARP SEATING, CLUB 34H X 31W X 28D</b>						
			LS8	● Foot Style	● Metal 1.5 Inch Pole Silver Powder Coat				
			~	● Tablet Arm	● No Tablet Arm				
			ACP2	● Wood Arm	● Urethane Arm Cap				
			BS1	● Back Style	● Square				
			~	● Seat Options	● No Seat Option				
			~	● Moisture Barrier	● No Moisture Barrier				
			~	● CAL 133 Option	● No CAL 133				
			~	● Power Location	● No Power				
			~	● Finishes	● No Stain				
			USU	● Fabric Option	● Single Upholstered				
			SV3	● Valance Style	● 3/4 Valance				
			FG6	● Club, Single Upr	● Fabric/Vinyl Grade 6				
			BIG DOT	● Fabric Grade 6	● Big Dot Standard Color Selection				
			BLUEBERRY	● Big Dot Color Se	● Big Dot Blueberry				
			P1	● Packaging	● Fully assembled in carton				
			Tag: OPEN SEATING AREA						
4	10		5651B1	715.00	7,150.00	288.60	2,886.00	59.64 %	
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>						
			MC2	● Mesh Back Colo	● Slate Mesh				
			FABRIC	● Fabric or Leathe	● Fabric Grade Selections				
			~	● CA Technical Bu	● No Selection				
			FG7	● Fabric Grade Se	● Fabric Grade 7				
			SILICA FLICK	● Fabric Grade 7	● Silica Flick Standard Color Selection				
			SF SE	● Silica Flick Color	● Silica Flick Serene				
			G5	● Glide Option Sel	● Standard Multi-Surface Glide				
			Tag: OPEN SEATING AREA						
5	10		5651B1	715.00	7,150.00	288.60	2,886.00	59.64 %	
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>						
			MC2	● Mesh Back Colo	● Slate Mesh				
			FABRIC	● Fabric or Leathe	● Fabric Grade Selections				
			~	● CA Technical Bu	● No Selection				
			FG7	● Fabric Grade Se	● Fabric Grade 7				
			SILICA FLICK	● Fabric Grade 7	● Silica Flick Standard Color Selection				
			SF SE	● Silica Flick Color	● Silica Flick Serene				
			G5	● Glide Option Sel	● Standard Multi-Surface Glide				
			Tag: OPEN SEATING AREA						



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:05 AM  
 Quote # 228606  
 Department: OPEN SEATING AREA  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
SITONIT								
6	36		5651B1	715.00	25,740.00	288.60	10,389.60	59.64 %
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>					
			MC2	• Mesh Back Colo	• Slate Mesh			
			FABRIC	• Fabric or Leathe	• Fabric Grade Selections			
			~	• CA Technical Bu	• No Selection			
			FG7	• Fabric Grade Se	• Fabric Grade 7			
			SILICA FLICK	• Fabric Grade 7 S	• Silica Flick Standard Color Selection			
			SF SE	• Silica Flick Color	• Silica Flick Serene			
			G5	• Glide Option Sel	• Standard Multi-Surface Glide			
			Tag: OPEN SEATING AREA					
7	52		5651B1	715.00	37,180.00	288.60	15,007.20	59.64 %
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>					
			MC2	• Mesh Back Colo	• Slate Mesh			
			FABRIC	• Fabric or Leathe	• Fabric Grade Selections			
			~	• CA Technical Bu	• No Selection			
			FG7	• Fabric Grade Se	• Fabric Grade 7			
			SILICA FLICK	• Fabric Grade 7 S	• Silica Flick Standard Color Selection			
			SF SE	• Silica Flick Color	• Silica Flick Serene			
			G5	• Glide Option Sel	• Standard Multi-Surface Glide			
			Tag: OPEN SEATING AREA					
HERMANMILLER								
8	6	36/72	DT1AS.3672LP	1,612.00	9,672.00	500.80	3,004.80	68.93 %
			<b>+Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,Post Leg 36D 72W</b>					
			LBQ	• Top Finish	• +white twill			
			LBQ	• Edge Finish	• +white twill			
			MS	• Leg Finish	• +metallic silver			
			57	• Casters/Glides	• +glides			
			NTG	• Grommets	• +no grommet			
			Tag: OPEN SEATING AREA					
9	3	36/72	DT1AS.3672LP	1,612.00	4,836.00	500.80	1,502.40	68.93 %
			<b>+Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,Post Leg 36D 72W</b>					
			LBQ	• Top Finish	• +white twill			
			LBQ	• Edge Finish	• +white twill			
			MS	• Leg Finish	• +metallic silver			
			57	• Casters/Glides	• +glides			
			NTG	• Grommets	• +no grommet			
			Tag: OPEN SEATING AREA					



CITY OF PERRIS

7/18/2024

LIBRARY- COR -CITY OF PERRIS CC 10:55:05 AM

Quote # 228606

Department: OPEN SEATING AREA

PO #

Sales Order #

Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %	
				Unit	Extended	Unit	Extended		
HERMANMILLER									
10	3	30/60	DT1AS.3060LP	1,377.00	4,131.00	427.79	1,283.37	68.93 %	
			<b>+Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,Post Leg 30D 60W</b>						
			LBQ	• Top Finish	• +white twill				
			LBQ	• Edge Finish	• +white twill				
			MS	• Leg Finish	• +metallic silver				
			57	• Casters/Glides	• +glides				
			NTG	• Grommets	• +no grommet				
			Tag: OPEN SEATING AREA						
11	10	30/60	DT1AS.3060LP	1,377.00	13,770.00	427.79	4,277.90	68.93 %	
			<b>+Everywhere Rectangular Table,Squared Edge,Lam Top/Thermo Edge,Post Leg 30D 60W</b>						
			LBQ	• Top Finish	• +white twill				
			LBQ	• Edge Finish	• +white twill				
			MS	• Leg Finish	• +metallic silver				
			57	• Casters/Glides	• +glides				
			NTG	• Grommets	• +no grommet				
			Tag: OPEN SEATING AREA						
12	8	24/24	DT4BS.2424LS	1,067.00	8,536.00	331.48	2,651.84	68.93 %	
			<b>+Everywhere Occasional Table,Square,Squared Edge,Lam Top/Thermo Edge,Single-Column Base 24D 24W</b>						
			LBQ	• Top Finish	• +white twill				
			LBQ	• Edge Finish	• +white twill				
			MS	• Base Finish	• +metallic silver				
			Tag: OPEN SEATING AREA						
13	2	24/24	DT4BS.2424LS	1,067.00	2,134.00	331.48	662.96	68.93 %	
			<b>+Everywhere Occasional Table,Square,Squared Edge,Lam Top/Thermo Edge,Single-Column Base 24D 24W</b>						
			LBQ	• Top Finish	• +white twill				
			LBQ	• Edge Finish	• +white twill				
			MS	• Base Finish	• +metallic silver				
			Tag: OPEN SEATING AREA						



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:05 AM  
 Quote # 228606  
 Department: OPEN SEATING AREA  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price	
				Unit	Extended	Unit	Extended

**Product Subtotal: \$70,327.56**



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:08 AM  
 Quote # 228606  
 Department: PAINT  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
1	1		1B4L94- @Brush-On	17.00	17.00	4.19	4.19	75.38 %
		91	•	•	+white			
		Tag: PAINT						
2	1		1B4L96- @Brush-On	17.00	17.00	4.19	4.19	75.38 %
		MS	•	•	+metallic silver			
		Tag: PAINT						
3	1		1B4L93- @Aerosol	26.00	26.00	6.40	6.40	75.38 %
		91	•	•	+white			
		Tag: PAINT						
4	1		1B4L95- @Aerosol	51.00	51.00	12.56	12.56	75.38 %
		MS	•	•	+metallic silver			
		Tag: PAINT						

Product Subtotal: \$27.34



CITY OF PERRIS 8/1/2024  
 LIBRARY- COR -CITY OF PERRIS CC 2:48:25 PM  
 Quote # 228606  
 Department: NEW RECEPTION  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
VALENTINEINDUSTRIES								
1	2			.00	.00	2,986.49	5,972.98	%
			<b>3 TIERED MOBILE BOOK DISPLAYS W/ 9 BLACK LOCKING CASTERS</b> <ul style="list-style-type: none"> <li>• Overall Size : 60 " Wide x 60 " Deep x 42 " High.</li> <li>• Height Includes Casters.</li> <li>• Material Makeup : 1 3/16 " Thick PB Construction</li> <li>• Tier Heights : Equal or Step Up ( TBD ).</li> <li>• Finishes: Premium HPL Laminate.</li> <li>• Wilsonart # 8212K-28 Phantom Ecru Gloss Line Finish</li> <li>• Grain Direction : Horizontal or Vertical ( TBD ).</li> <li>• Exterior Edge Band : Thin Tape Matching Color</li> <li>• Locking 5 13/16 " High Casters : Black Mc Master Carr Swivel #</li> <li>• 2380T61</li> </ul>					
			Tag: NEW RECEPTION					
OSCARINDUSTRIES								
2	1			52,999.99	52,999.99	24,843.75	24,843.75	53.13 %
			<b>CUSTOM RECEPTION DESK W/ LAMINATE AND CONDUIT AND J-BOXES INCLUDED (SEPARATED FOR ELECTRICAL AND DATA)</b> <ul style="list-style-type: none"> <li>•</li> </ul>					
			Tag: NEW RECEPTION					
3	1			65,846.14	65,846.14	30,865.38	30,865.38	53.13 %
			<b>CUSTOM FURNITURE FABRICATION; NEW CABINETS W/ OPEN SHELF TO WO SECTIONS OF RXISTING UNIT; NEW COMOPUTER LAMINATE DESK SHELL; NEW LAMINATE WORK SURFACES 7 REFINISH CURVED FRONT SECTION OF EXISTING RECEPTION ADDING GROMMETS ON WORKSURFACES AS NEEDED</b> <ul style="list-style-type: none"> <li>•</li> </ul>					
			Tag: NEW RECEPTION					
HERMANMILLER								
4	3	MIRRA 2	MRF121AWAF	1,760.00	5,280.00	787.16	2,361.48	55.27 %
			<b>+Wk Chr,Mirra 2,Std-Ht,Std Tlt,Non-Uphst Adj Arms,Flex Adj seat depth,Butterfly susp back</b> <ul style="list-style-type: none"> <li>• Back Support Or • +adjustable lumbar support</li> <li>• Base/Frame Fini • +graphite</li> <li>• Casters/Glides • +2 1/2" caster, black yoke, hard floors or carpet</li> <li>• Back Finish • +graphite</li> <li>• Butterfly™Back • +latitude-Pr Cat 3</li> <li>• 8M_Colors • +latitude black</li> <li>• Armpad Finish • +black</li> <li>• AireWeave™2 S • +aireweave-Pr Cat 1</li> <li>• 1A7_Colors • +aireweave 2 graphite</li> </ul>					
			Tag: NEW RECEPTION					





CITY OF PERRIS 8/1/2024  
 LIBRARY- COR -CITY OF PERRIS CC 2:48:25 PM  
 Quote # 228606  
 Department: NEW RECEPTION  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
5	3		LW110.20BF	811.00	2,433.00	228.18	684.54	71.86 %
			+Ped W-Pull,Mobile 20D B/F					
		SB	• Slides	•	+full-extension ball-bearing			
		XS	• Paint/Steel Type	•	+textured paint on smooth steel			
		91	• Surface Finish	•	+white			
		KA	• Lock	•	+keyed alike			
		5M	• Drawer Interior	•	+pencil tray in box drawer, 2 file converters in file drawer			
		H1	• Handle	•	+hand grip only			
		Tag: NEW RECEPTION						
6	3		LG890.220	263.00	789.00	74.00	222.00	%
			+Pedestal Add-On Cushion Top 2H 20D					
		1HA	• Cushion Top Fat	•	+medley-Pr Cat 2			
		13	• 1HA_Colors	•	+medley bayou			
		Tag: NEW RECEPTION						
7	2		232092-228	.00	.00	.00	.00	%
			Lock Plug & Keys					
			•	•				
		Tag: NEW RECEPTION						
8	2		232092-227	.00	.00	.00	.00	%
			Lock Plug & Keys					
			•	•				
		Tag: NEW RECEPTION						
9	2		232092-226	.00	.00	.00	.00	%
			Lock Plug & Keys					
			•	•				
		Tag: NEW RECEPTION						

Product Subtotal: \$64,950.13



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:12 AM  
 Quote # 228606  
 Department: STUDY ROOMS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
SITONIT								
1	4		5651B1	715.00	2,860.00	288.60	1,154.40	59.64 %
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>					
			MC2	● Mesh Back Colo ● Slate Mesh				
			FABRIC	● Fabric or Leathe ● Fabric Grade Selections				
			~	● CA Technical Bu ● No Selection				
			FG7	● Fabric Grade Se ● Fabric Grade 7				
			SILICA FLICK	● Fabric Grade 7 £ ● Silica Flick Standard Color Selection				
			SF SE	● Silica Flick Color ● Silica Flick Serene				
			G5	● Glide Option Sel ● Standard Multi-Surface Glide				
			Tag: STUDY ROOMS					
2	4		5651B1	715.00	2,860.00	288.60	1,154.40	59.64 %
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>					
			MC2	● Mesh Back Colo ● Slate Mesh				
			FABRIC	● Fabric or Leathe ● Fabric Grade Selections				
			~	● CA Technical Bu ● No Selection				
			FG7	● Fabric Grade Se ● Fabric Grade 7				
			SILICA FLICK	● Fabric Grade 7 £ ● Silica Flick Standard Color Selection				
			SF SE	● Silica Flick Color ● Silica Flick Serene				
			G5	● Glide Option Sel ● Standard Multi-Surface Glide				
			Tag: STUDY ROOMS					
3	4		5651B1	715.00	2,860.00	288.60	1,154.40	59.64 %
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>					
			MC2	● Mesh Back Colo ● Slate Mesh				
			FABRIC	● Fabric or Leathe ● Fabric Grade Selections				
			~	● CA Technical Bu ● No Selection				
			FG7	● Fabric Grade Se ● Fabric Grade 7				
			SILICA FLICK	● Fabric Grade 7 £ ● Silica Flick Standard Color Selection				
			SF SE	● Silica Flick Color ● Silica Flick Serene				
			G5	● Glide Option Sel ● Standard Multi-Surface Glide				
			Tag: STUDY ROOMS					
4	4		5651B1	715.00	2,860.00	288.60	1,154.40	59.64 %
			<b>Focus, Side Chair, Mesh Back, Black Frame, Armless</b>					
			MC2	● Mesh Back Colo ● Slate Mesh				
			FABRIC	● Fabric or Leathe ● Fabric Grade Selections				
			~	● CA Technical Bu ● No Selection				
			FG7	● Fabric Grade Se ● Fabric Grade 7				
			SILICA FLICK	● Fabric Grade 7 £ ● Silica Flick Standard Color Selection				
			SF SE	● Silica Flick Color ● Silica Flick Serene				
			G5	● Glide Option Sel ● Standard Multi-Surface Glide				
			Tag: STUDY ROOMS					

HERMANMILLER



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:12 AM  
 Quote # 228606  
 Department: STUDY ROOMS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
5	1	36/72	DP1AYS.283672LAC	4,494.00	4,494.00	1,369.82	1,369.82	69.52 %
			+Headway Rectangle Shape, Y-Base, Seated Ht Table,sq-edge,28.5" h,36" d,72" w,high-pressure lam top/thermoplastic edge,1 cut,center cut					
			L3	● Technology Intex ● +cutout for logic Y1425 3 port				
			LBQ	● Top Finish ● +white twill				
			LBQ	● Edge Finish ● +white twill				
			MS	● Base Finish ● +metallic silver leg with metallic silver foot				
			T	● Undersurface Wi ● +trough				
			Tag: STUDY ROOMS					
6	1	36/72	DP1AYS.283672LAC	4,494.00	4,494.00	1,369.82	1,369.82	69.52 %
			+Headway Rectangle Shape, Y-Base, Seated Ht Table,sq-edge,28.5" h,36" d,72" w,high-pressure lam top/thermoplastic edge,1 cut,center cut					
			L3	● Technology Intex ● +cutout for logic Y1425 3 port				
			LBQ	● Top Finish ● +white twill				
			LBQ	● Edge Finish ● +white twill				
			MS	● Base Finish ● +metallic silver leg with metallic silver foot				
			T	● Undersurface Wi ● +trough				
			Tag: STUDY ROOMS					
7	1	36/72	DP1AYS.283672LAC	4,494.00	4,494.00	1,369.82	1,369.82	69.52 %
			+Headway Rectangle Shape, Y-Base, Seated Ht Table,sq-edge,28.5" h,36" d,72" w,high-pressure lam top/thermoplastic edge,1 cut,center cut					
			L3	● Technology Intex ● +cutout for logic Y1425 3 port				
			LBQ	● Top Finish ● +white twill				
			LBQ	● Edge Finish ● +white twill				
			MS	● Base Finish ● +metallic silver leg with metallic silver foot				
			T	● Undersurface Wi ● +trough				
			Tag: STUDY ROOMS					
8	1	36/72	DP1AYS.283672LAC	4,494.00	4,494.00	1,369.82	1,369.82	69.52 %
			+Headway Rectangle Shape, Y-Base, Seated Ht Table,sq-edge,28.5" h,36" d,72" w,high-pressure lam top/thermoplastic edge,1 cut,center cut					
			L3	● Technology Intex ● +cutout for logic Y1425 3 port				
			LBQ	● Top Finish ● +white twill				
			LBQ	● Edge Finish ● +white twill				
			MS	● Base Finish ● +metallic silver leg with metallic silver foot				
			T	● Undersurface Wi ● +trough				
			Tag: STUDY ROOMS					
9	1		Y1425.HA10	887.00	887.00	374.35	374.35	57.80 %
			+Logic G1000 Grom Mtd Electrical Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,10' cord/conduit					
			91	● Finish ● @white				
			Tag: STUDY ROOMS					



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:12 AM  
 Quote # 228606  
 Department: STUDY ROOMS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price		Discount %
				Unit	Extended	Unit	Extended	
HERMANMILLER								
10	1		Y1425.HA10 +Logic G1000 Grom Mtd Electrical Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,10' cord/conduit 91 • Finish • @white Tag: STUDY ROOMS	887.00	887.00	374.35	374.35	57.80 %
11	1		Y1425.HA10 +Logic G1000 Grom Mtd Electrical Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,10' cord/conduit 91 • Finish • @white Tag: STUDY ROOMS	887.00	887.00	374.35	374.35	57.80 %
12	1		Y1425.HA10 +Logic G1000 Grom Mtd Electrical Distributor,2 simplex receptacles, 1 pwr USB A/C Combo,pwr cord w/ plug end,10' cord/conduit 91 • Finish • @white Tag: STUDY ROOMS	887.00	887.00	374.35	374.35	57.80 %
13	1		G1331. +Cord Cleat 2/Pkg • Tag: STUDY ROOMS	33.00	33.00	8.12	8.12	75.38 %
14	1		G1331. +Cord Cleat 2/Pkg • Tag: STUDY ROOMS	33.00	33.00	8.12	8.12	75.38 %
15	1		G1331. +Cord Cleat 2/Pkg • Tag: STUDY ROOMS	33.00	33.00	8.12	8.12	75.38 %
16	1		G1331. +Cord Cleat 2/Pkg • Tag: STUDY ROOMS	33.00	33.00	8.12	8.12	75.38 %



CITY OF PERRIS 7/18/2024  
 LIBRARY- COR -CITY OF PERRIS CC 10:55:12 AM  
 Quote # 228606  
 Department: STUDY ROOMS  
 PO #  
 Sales Order # Discount %

Item	Qty	Contract	Product	List Price		Sell Price	
				Unit	Extended	Unit	Extended

Product Subtotal: \$11,626.76



GJM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



Base:  
MS: Metallic Silver



Laminate Top:  
LBQ: White Twill

**HERMAN MILLER  
Everywhere Rectangle Table 28" h (30"Dx72"W & 30"Dx60"W) w  
on Glides**

For all requests, specifications, pricing, drawings, and samples, please contact us at 951.222.2222

Please initial & date here for approval

Page 1 of 1



GJM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



Base:  
MS: Metallic Silver



Laminate Top:  
LBQ: White Twill



Power:  
91. White

**HERMAN MILLER  
Headway Rectangle Shape Seated Height Table w/ Y-Base 28.5"  
h,36" d,72" & Logic G1000 Desk Power Supply**

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Please initial & date here as approval



City of Perris – San Jacinto Library  
Quote #228606

LIBRARY- COR -CITY OF PERRIS COLLAB



Frame Finish:  
**B1; Black**



Mesh Back:  
MC2; Slate



Seat Finish:  
FG7 SF SE; Momentum Silica  
Flick Serene



Glides:  
G5; Multisurface Glide

SITONIT  
Focus side chair; Armless with Standard Multi-surface Glides





**City of Perris – San Jacinto Library**  
**Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



Seat Finish:  
FG6 BIG DOT: Blueberry



Arm Cap:  
ACP2; Urethane Arm Cap



Foot Style:  
LS8; Metal 1.5 Inch Pole

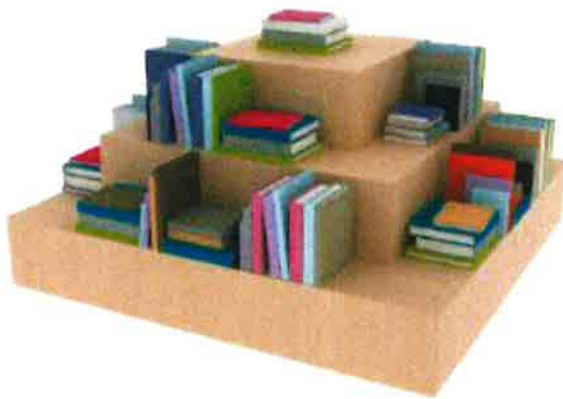
**SITONIT**  
**Composium Sharp Club Seat w/ 1.5 inch Metal Pole**  
**Legs**



GJM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

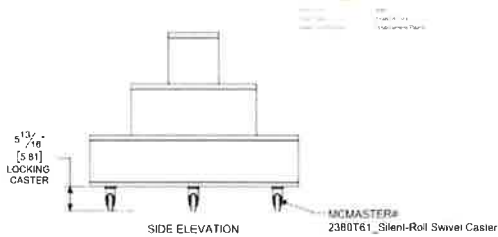
**LIBRARY- COR -CITY OF PERRIS COLLAB**



Finish:  
Wilsonart # 8212K-28  
Phantom Ecu



Caster:  
Locking/Swivel Silent Roll



**VALENTINE INDUSTRIES  
Custom 3-Tier Mobile Book Display 5x5 w/ Silent  
Roll Locking Caster**

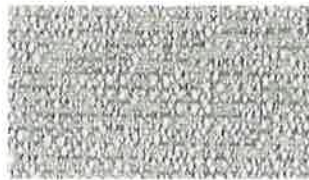
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**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



Fabric Tackboard:  
8R14; Twist Tin



Laminate Top:  
LBQ; White Twill



Horizontal Bead/Top Screen/Frame Caps. Power  
Supply :  
91; White



**HERMAN MILLER**  
**Canvas Workstations w/ 24"DX36"W & 24"DX72"W ; 28"H**  
**Desks w/ Logic Mini Desk Power**



GJM Business Interiors

City of Perris – San Jacinto Library  
Quote #228606

LIBRARY- COR -CITY OF PERRIS COLLAB

Table Height  
@ 16"H



Base:  
MS, Metallic Silver



Laminate Top:  
LBQ, White Twill

HERMAN MILLER  
Everywhere Occasional Table w/ Single-Column Base 24D 24W

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Please initial & date here as approval

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GIM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



Oscar Industries: Herman Miller

**Custom 3- User Reception  
Desk to be overall 18' W x  
6' D w/ Herman Miller  
Mobile Pedestal Storage w/  
Cushion Tops (20" D)**



Storage Finish:  
91: White



Cushion Top:  
1HA13; Medley Bayou

Reception Desk Finish:  
TBD Custom Laminate Choice

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11/18/18



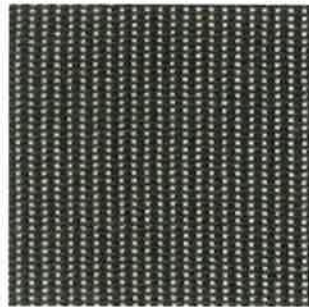
GJM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



**HERMAN MILLER  
Mirra 2 Task Chair w/ 2 ½" Black Yoke Casters for Hard  
floors or Carpet**



Aireweave 2 Bottom Seat;  
1A703; Graphite



Base/Frame:  
G1; Graphite



Latitude Back:  
8M17; Black



ARMPAD FINISH:  
BK; Black

Must sign and return to GJM Business Interiors, 10000  
Cottonwood Avenue, Suite 200, San Diego, CA 92121

Please initial & date  
here as approval

1/2/17



GJM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



**LELAND  
Zoon Children's Chairs  
16"H & 14"H (No Cutouts  
on Final Product) w/ Round  
Back and Glides**



Base:  
TBD

Shell Finish:  
TBD

Glide: Color:  
CG; Cool Grey

10000 10000 10000 10000 10000 10000 10000 10000 10000 10000  
10000 10000 10000 10000 10000 10000 10000 10000 10000 10000

Please initial & date here as approval

10000



GJM Business Interiors

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



**LELAND  
Zoon Tables 20”H & 22”H  
(30”x60”)**



Base:  
TBD

Top Surface:  
TBD

Glide: Color:  
CG; Cool Grey

Edge Color:  
TBD

Please contact your account manager for more information on our products and services.

Please initial & date here as approved

Page 1 of 1





GJM Business Interiors - Elevate your office™

**City of Perris – San Jacinto Library  
Quote #228606**

**LIBRARY- COR -CITY OF PERRIS COLLAB**



**ELEVATE  
Surge Protector**



Finish:  
White

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4401 Canyon Blvd, Suite 200, Denver, CO 80202

Please initial & date  
here as approval

Page 3 of 3

## Martin E. Martinez

---

**From:** Sabrina Chavez  
**Sent:** Thursday, July 18, 2024 4:49 PM  
**To:** info@libraryfurniture-intl.com  
**Cc:** Martin E. Martinez  
**Subject:** Invitation to Bid - Cesar Chavez Library Furniture, Perris CA - Library Furniture International  
**Attachments:** BOMS Cesar Chavez Library Furniture Specifications 7-18-24.pdf; PERRIS LIBRARY.pdf

Good afternoon,

The City of Perris is soliciting bids for the purchase of new furniture for the Cesar Chavez Library located at 163 E. San Jacinto Avenue, Perris CA 92570. The City would like to invite Library Furniture International to submit a bid cost proposal for the following:

1. Library furniture as specified on the attachment, no substitutions.
2. Removal and disposal of the following existing library furniture items (see attachment Perris Library):
  - a. 10-pack computer stations
  - b. 52 assorted tables
  - c. 32 task chairs
  - d. 332 wooden and stacking chairs
  - e. 2 sofas
  - f. 19 lounge chairs
  - g. 6 laterals
  - h. 2 large reception workstations
3. New product assembly of the following:
  - a. 26, 28”H Herman Miller communal tables
  - b. 20 Herman Miller computer stations
  - c. 3 Herman Miller mobile pedestals with cushion tops
  - d. 3 Mirra 2 task chairs into reception area
  - e. 10 16”H Herman Miller tables in soft seating areas
  - f. 8 22”H children’s tables and 3 20”H children tables
  - g. 114 Sitonit focus side chairs
  - h. 30 Leland 16”H children’s zoon round back chairs
  - i. 12 Leland zoon 14”H round back zoon chairs
  - j. 20 Sitonit composium lounge chairs
  - k. 3, 3-tier mobile book display custom made by vendor
4. Lead Time shall be included.

Please submit your response, to not bid at this time or bid cost proposal as specified above by replying to this email no later than Thursday, August 1, 2024, 12:00pm. Thank you.

Best Regards,



**SABRINA CHAVEZ**  
**DIRECTOR OF COMMUNITY SERVICES**  
**COMMUNITY SERVICES DEPARTMENT**

Desk: 951.435.7220 ext. 278  
Email: [schavez@cityofperris.org](mailto:schavez@cityofperris.org)  
Web: [www.cityofperris.org](http://www.cityofperris.org)



## Martin E. Martinez

---

**From:** Sabrina Chavez  
**Sent:** Thursday, July 18, 2024 4:45 PM  
**To:** quote@demco.com  
**Cc:** Martin E. Martinez  
**Subject:** Invitation to Bid - Cesar Chavez Library Furniture, Perris CA - Demco  
**Attachments:** BOMS Cesar Chavez Library Furniture Specifications 7-18-24.pdf; PERRIS LIBRARY.pdf

Good afternoon,

The City of Perris is soliciting bids for the purchase of new furniture for the Cesar Chavez Library located at 163 E. San Jacinto Avenue, Perris CA 92570. The City would like to invite Demco to submit a bid cost proposal for the following:

1. Library furniture as specified on the attachment, no substitutions.
2. Removal and disposal of the following existing library furniture items (see attachment Perris Library):
  - a. 10-pack computer stations
  - b. 52 assorted tables
  - c. 32 task chairs
  - d. 332 wooden and stacking chairs
  - e. 2 sofas
  - f. 19 lounge chairs
  - g. 6 laterals
  - h. 2 large reception workstations
3. New product assembly of the following:
  - a. 26, 28”H Herman Miller communal tables
  - b. 20 Herman Miller computer stations
  - c. 3 Herman Miller mobile pedestals with cushion tops
  - d. 3 Mirra 2 task chairs into reception area
  - e. 10 16”H Herman Miller tables in soft seating areas
  - f. 8 22”H children’s tables and 3 20”H children tables
  - g. 114 Sitonit focus side chairs
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Best Regards,



**SABRINA CHAVEZ**  
DIRECTOR OF COMMUNITY SERVICES  
COMMUNITY SERVICES DEPARTMENT

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Email: [schavez@cityofperris.org](mailto:schavez@cityofperris.org)  
Web: [www.cityofperris.org](http://www.cityofperris.org)



## Martin E. Martinez

---

**From:** Sabrina Chavez  
**Sent:** Thursday, July 18, 2024 4:41 PM  
**To:** info@southwestsolutions.com  
**Cc:** Martin E. Martinez  
**Subject:** FW: Invitation to Bid - Cesar Chavez Library Furniture, Perris CA - Southwest Solutions Group  
**Attachments:** BOMS Cesar Chavez Library Furniture Specifications 7-18-24.pdf; PERRIS LIBRARY.pdf

Good afternoon,

The City of Perris is soliciting bids for the purchase of new furniture for the Cesar Chavez Library located at 163 E. San Jacinto Avenue, Perris CA 92570. The City would like to invite Southwest Solutions Group to submit a bid cost proposal for the following:

1. Library furniture as specified on the attachment, no substitutions.
2. Removal and disposal of the following existing library furniture items (see attachment Perris Library):
  - a. 10-pack computer stations
  - b. 52 assorted tables
  - c. 32 task chairs
  - d. 332 wooden and stacking chairs
  - e. 2 sofas
  - f. 19 lounge chairs
  - g. 6 laterals
  - h. 2 large reception workstations
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  - c. 3 Herman Miller mobile pedestals with cushion tops
  - d. 3 Mirra 2 task chairs into reception area
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  - i. 12 Leland zoon 14”H round back zoon chairs
  - j. 20 Sitonit composium lounge chairs
  - k. 3, 3-tier mobile book display custom made by vendor
4. Lead Time shall be included.

Please submit your response, to not bid at this time or bid cost proposal as specified above by replying to this email no later than Thursday, August 1, 2024, 12:00pm. Thank you.

Best Regards,

## Martin E. Martinez

---

**From:** Sabrina Chavez  
**Sent:** Thursday, July 18, 2024 4:32 PM  
**To:** info@westernoffice.com  
**Cc:** Martin E. Martinez  
**Subject:** Invitation to Bid - Cesar Chavez Library Furniture, Perris CA - Western Office Furniture Solutions  
**Attachments:** BOMS Cesar Chavez Library Furniture Specifications 7-18-24.pdf; PERRIS LIBRARY.pdf

Good afternoon,

The City of Perris is soliciting bids for the purchase of new furniture for the Cesar Chavez Library located at 163 E. San Jacinto Avenue, Perris CA 92570. The City would like to invite Western Office Furniture Solutions to submit a bid cost proposal for the following:

1. Library furniture as specified on the attachment, no substitutions.
2. Removal and disposal of the following existing library furniture items (see attachment Perris Library):
  - a. 10-pack computer stations
  - b. 52 assorted tables
  - c. 32 task chairs
  - d. 332 wooden and stacking chairs
  - e. 2 sofas
  - f. 19 lounge chairs
  - g. 6 laterals
  - h. 2 large reception workstations
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4. Lead Time shall be included.

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Best Regards,



**SABRINA CHAVEZ**  
DIRECTOR OF COMMUNITY SERVICES  
COMMUNITY SERVICES DEPARTMENT

Desk: 951.435.7220 ext. 278  
Email: [schavez@cityofperris.org](mailto:schavez@cityofperris.org)  
Web: [www.cityofperris.org](http://www.cityofperris.org)







# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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## **ATTACHMENT 3: CONTRACT SERVICES AGREEMENT**

**AGREEMENT FOR SERVICES  
BETWEEN CITY OF PERRIS AND  
G/M BUSINESS INTERIORS**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into this 8 day of August, 2024 by and between CITY OF PERRIS, a California municipal corporation (“**City**”) and G/M Business Interiors, an S Corporation (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**”

**RECITALS**

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

**1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in 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 or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered.

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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

**1.5 Additional Services and Compensation.** 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 to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("PMC"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or \$30,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. 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. City may in its sole and absolute discretion have similar work done by other consultants.

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

**1.7 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

**1.8 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Three Hundred and Thirty Three Thousand Nine Hundred and Eighteen Dollars (\$333,918)** (“**Contract Sum**”), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by 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, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City’s Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement,

this Agreement shall continue in full force and effect until completion of the services, which shall be no later than January 31, 2025 (“**Term**”).

**3.3 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

**3.4 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of 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 City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City 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 City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The representative of Consultant is **Aaron Ellis, (Account Manager, (909) 800-8793, aellis@gmbi.net)** who is authorized to act on Consultant’s 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 their responsibilities be substantially reduced by Consultant without the express written approval of City.

**4.2 Contract Officer for City.** The Contract Officer for City is **Sabrina Chavez, (Director of Public Services, (951) 943-6100 ext. 278, schavez@cityofperris.org)** (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

**4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers,

employees, agents or subcontractors, 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 officers, employees, agents or subcontractors, are officers, employees or agents 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. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

**4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office (“ISO”) form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(b) **Worker’s Compensation Insurance.** A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant’s profession. This coverage may be written on a “claims made” basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant’s profession and the services hereunder, written on a per occurrence basis, with limits not less than \$1,000,000 per occurrence/loss, and \$2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that

would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) “follow form” to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

## 5.2 **General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant’s performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents (“**City Parties**”) as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution



they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein 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.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 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 nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

### 5.3 **Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys’ fees, expert fees and costs of litigation.

(c) **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 Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

**6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other

materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant 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 City.

**6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

**7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and 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 City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed to City as previously stated.

**7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without

liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

**7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

**7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

**7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

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

**8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of 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 this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

**9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) 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, headings used, or any other rule of construction which might otherwise apply.

**9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

**9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

**9.5 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.

**9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

**9.7 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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**  
CITY OF PERRIS, a California municipal corporation

\_\_\_\_\_  
Clara Miramontes  
City Manager

**ATTEST:**

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

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

\_\_\_\_\_  
Robert Khuu, City Attorney

**CONSULTANT:**  
G/M Business Interiors, an S Corporation

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

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

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

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**



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

- I. Consultant will perform services described in Consultant's Proposal and attached hereto.**



elevate your workplace™



Project ID / Who & Where

LIBRARY- COR -CITY OF PERRIS COLLAB

Date:

8/1/2024

Quotation

228606

BILL TO: 2156

CITY OF PERRIS  
101 NORTH "D" STREET

PERRIS CA 92570

SABRINA CHAVEZ Phone: (951)435-7220  
Fax:

SHIP TO:

PERRIS (SAN JACINTO) LIBRARY  
163 E San Jacinto Ave

Perris CA 92570

SABRINA CHAVEZ Phone: (951)435-7220  
Fax:

Product Counts: Systems 20 Desk Units 1 Tables 47 Files 0 Chairs 179 Storage 3 Ancillary 0

GRAND TOTAL

\$333,917.79

Product Summary / Scope of Work

PROJECT #

QUOTE FOR: HERMAN MILLER, SITONIT, LELAND, OSCAR INDUSTRIES, VALENTINE, AND MARATHON SYSTEMS, SEATING, DESKS, LOUNGE SEATING AND POWER

WORKSTATION QTY #20 COMPUTER STATIONS  
DESKING UNITS QTY # (01) EA RECEPTION - (04) EA STUDY

FOR:LIBRARY- COR -CITY OF PERRIS COLLAB

\*\*\*\*\*PROJECT START DATE: TBD  
\*\*\*\*\*CUSTOMER MOVE-IN DATE :TBD

\*\*PREVAILING WAGE\*\*

SCOPE OF WORK:

1) REMOVAL SERVICES:

- G/M TO REMOVE AND DISPOSE OF EXISTING 10-PACK COMPUTER STATION
- G/M TO REMOVE AND DISPOSE OF (52) EA EXISTING ASSORTED TABLES
- G/M TO REMOVE (32) EA EXISTING TASK CHAIRS
- G/M TO REMOVE AND DISPOSE OF (332) EXISTING CHAIRS (WOODEN AND STACKING)
- G/M TO REMOVE AND DISPOSE OF (02) EA EXISTING SOFAS
- G/M TO REMOVE AND DISPOSE OF (19) EA EXISTING LOUNGE CHAIRS
- G/M TO REMOVE AND DISPOSE OF (06) EA EXISTING LATERALS

2) NEW PRODUCT ASSEMBLY:

- G/M TO SET IN PLACE (26) EA 28" H HERMAN MILLER COMMUNAL TABLES
- G/M TO SET IN PLACE (20) EA USER HERMAN MILLER COMPUTER STATIONS

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
Page: 1

800-686-6583 800-686-6583 Fax: 951-684-0837  
G/M Business Interiors  
1099 W. La Cadena Drive, Riverside CA, 92501  
<http://www.gmbi.net>

G/M TO COORDINATE THE DELIVERY OF (01) EA CUSTOM RECEPTION DESK - G/M TO SET IN PLACE (03) EA HERMAN MILLER MOBILE PEDESTALS W/ CUSHION TOPS AND (03) EA MIRRA 2 TASK CHAIRS INTO RECEPTION AREA

- G/M TO SET IN PLACE (10) EA 16"H HERMAN MILLER TABLES IN SOFT SEATING AREAS
- G/M TO SET IN PLACE (08) EA 22"H CHILDREN'S TABLES & (03) EA 20"H CHILDREN'S TABLES
- G/M TO SET IN PLACE (114) EA SITONIT FOCUS SIDE CHAIRS
- G/M TO SET IN PLACE (30) EA LELAND 16"H CHILDREN'S ZOON ROUND BACK CHAIRS
- G/M TO SET IN PLACE (12) EA LELAND ZOON 14"H ROUND BACK ZOON CHAIRS
- G/M TO SET IN PLACE (20) EA SITONIT COMPOSIUM LOUNGE CHAIRS
- G/M TO SET IN PLACE (03) EA 3-TIER MOBILE BOOK DISPLAY CUSTOM MADE BY G/M VENDOR

3) PLEASE CONTACT SABRINA CHAVEZ TO SCHEDULE SERVICES

**\*\*DESIGN SERVICES BREAKDOWN\*\***

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (19) HRS @ \$55/HR = \$1,045.00

CUSTOMER NET TOTAL: \$333,917.79

**\*\*NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND**

LEAD TIME: 12-16 WEEKS

<b>G/M</b>	<b>Quotation # 228606</b>
------------	---------------------------

BOM		A	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	1	CHILDRENS AREA		31,186.00	31,186.00	14,725.94	14,725.94
<b>Description:</b>				Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
(12) EA LELAND MODEL ZOON 14" HIGH CHILDREN'S CHAIRS (30) EA LELAND MODEL ZOON 16" HIGH CHILDREN'S CHAIRS (03) EA LELAND MODEL ZOON 20" HIGH CHILDREN'S TABLES; 30X60 (08) EA LELAND MODEL ZOON 22" HIGH CHILDREN'S TABLES; 30X60				.00	.00	.00	.00
BOM: See Attached Bill of Materials							
Piece Count: 53							

BOM		B	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	1	COMPUTER STATIONS		66,461.00	66,461.00	18,031.55	18,031.55
<b>Description:</b>				Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
20- PACK HERMAN MILLER CANVAS COMPUTER STATION W POWER, PANELS AND FIXED HEIGHT DESKS				.00	.00	.00	.00
BOM: See Attached Bill of Materials							
Piece Count: 306							

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
 AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
 Page: 2

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
C									
LOT	1	LAMINATE REPLACEMENT			.00	.00	85,617.63	85,617.63	
Description:					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
CUSTOM MADE LAMINATE TOPS					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 1									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
D									
LOT	1	OPEN SEATING AREA			176,759.00	176,759.00	70,327.56	70,327.56	
Description:					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(108) SITONIT FOCUS SIDE CHAIRS W/ MESH BACK ; ARMLESS (01) EA CUSTOM MADE 3-TIER MOBILE BOOK DISPLAY W/ LOCKING CASTER (20) EA SITONIT COMPOSIUM SHARP CLUB SEATS 34"H X 31"W X 25"D (13) EA HERMAN MILLER EVERYWHERE RECTANGLE TABLES W/ POST LEGS 30"D X 60"W (09) EA HERMAN MILLER EVERYWHERE RECTANGLE TABLES W/ POST LEGS 36"D X 72"W (10) EA HERMAN MILLER EVERYWHERE OCCASIONAL TABLES W/ SINGLE COLUMN BASE 24"D X 24"W					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 161									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
E									
LOT	1	PAINT			111.00	111.00	27.34	27.34	
Description:					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(02) EA HERMAN MILLER BRUSH ON PAINT (02) EA HERMAN MILLER AERSOL PAINT CANS					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 4									

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
Page: 3

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
F									
LOT	1	NEW RECEPTION				127,348.13	127,348.13	64,950.13	64,950.13
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(01) EA DELIVERY AND ASSEMBLY OF NEW RECEPTION STATIONS FOR 3-USERS W/ (03) EA HERMAN MILLER TU MOBILE PEDESTALS W/ CUSHION TOPS (03) EA HERMAN MILLER MIRRA 2 TASK CHAIRS					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 19									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
G									
LOT	1	STUDY ROOMS				33,096.00	33,096.00	11,626.76	11,626.76
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(12) EA SITONIT FOCUS ARMLESS SIDE CHAIRS W/ MESH BACK (04) EA HERMAN MILLER HEADWAY RECTANGLE TABLES W/ Y-SHAPE BASE 25.5"H X 36"D X 72"W (04) EA HERMAN MILLER LOGIC G1000 FOR TABLES					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 28									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
H									
LOT	0	DELIVERY AND ASSEMBLY				.00	.00	.00	.00
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
DELIVERY AND ASSEMBLY OF NEW RECEPTION DESK					.00	3,004.81	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count:									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
I									
LOT	0	REPLACEMENT OF LAMINATE SHELVING				.00	.00	.00	.00
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
DELIVERY & REPLACEMENT OF EXISTING LAMINATE SHELVING					.00	12,989.18	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count:									

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
 AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
 Page: 4

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BOM

J		Who/What/Where	List	List Ext	Sell	Sell Ext
LOT	0	Z G/M Services	.00	.00	.00	.00

## Description:

Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
18,686.00	8,969.00	.00	1,045.00

**\*\*DESIGN SERVICES BREAKDOWN\*\***

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (19)  
HRS @ \$55/HR = \$1,045.00

G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.

G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors, field checks, monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.

G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.

G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.

G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at [warranty@gmbi.net](mailto:warranty@gmbi.net)

BOM: See Attached Bill of Materials

Piece Count:

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))

Project PAS: Genesis Chavez

AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Page: 5

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**Featured Product of the Month**

**HermanMiller  
Cyclade Tables**



G/M accepts credit cards at 0% for purchases up to \$10,000  
Purchases over \$10,000 requires a surcharge of 2.75%

<b>Product Subtotal:</b>	<b>\$265,306.91</b>
<b>Services (Taxable)</b>	<b>\$24,962.99</b>
<b>Freight (Taxable)</b>	<b>\$1,318.77</b>
<b>Services (Non-Taxable)</b>	<b>\$18,686.00</b>
<b>Design Services (Non-Taxable)</b>	<b>\$1,045.00</b>
<b>Taxable Subtotal:</b>	<b>\$291,588.67</b>
<b>Non-Taxable Subtotal:</b>	<b>\$19,731.00</b>
<b>Sales Tax (7.750%)</b>	<b>\$22,598.12</b>
<b>Total:</b>	<b>\$333,917.79</b>

<b>Terms:</b>		
<b>Net 30 Days</b>	<b>100%</b>	<b>\$333,917.79</b>

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a "ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month's handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

**Approved by:** \_\_\_\_\_  
 Signature \_\_\_\_\_ Print Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
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Project PAS: Genesis Chavez  
 Page: 6



elevate your workplace™



<b>Project ID / Who &amp; Where</b>	<b>Date:</b>	<b>Quotation</b>
LIBRARY- COR -CITY OF PERRIS COLLAB	8/1/2024	<b>228606</b>

<b>BILL TO:</b>	2156	<b>SHIP TO:</b>	
CITY OF PERRIS 101 NORTH "D" STREET		PERRIS (SAN JACINTO) LIBRARY 163 E San Jacinto Ave	
PERRIS CA 92570		Perris CA 92570	
SABRINA CHAVEZ Phone: (951)435-7220 Fax:		SABRINA CHAVEZ Phone: (951)435-7220 Fax:	

**Product Counts:** Systems **20** Desk Units **1** Tables **47** Files **0** Chairs **179** Storage **3** Ancillary **0**

**GRAND TOTAL** **\$333,917.79**

**Product Summary / Scope of Work**

**PROJECT #**  
 QUOTE FOR: HERMAN MILLER, SITONIT, LELAND, OSCAR INDUSTRIES, VALENTINE, AND MARATHON SYSTEMS, SEATING, DESKS, LOUNGE SEATING AND POWER

WORKSTATION QTY #20 COMPUTER STATIONS  
 DESKING UNITS QTY # (01) EA RECEPTION - (04) EA STUDY

FOR: LIBRARY- COR -CITY OF PERRIS COLLAB

\*\*\*\*\*PROJECT START DATE: TBD  
 \*\*\*\*\*CUSTOMER MOVE-IN DATE :TBD

\*\*PREVAILING WAGE\*\*

**SCOPE OF WORK:**

- 1) REMOVAL SERVICES:
  - G/M TO REMOVE AND DISPOSE OF EXISTING 10-PACK COMPUTER STATION
  - G/M TO REMOVE AND DISPOSE OF (52) EA EXISTING ASSORTED TABLES
  - G/M TO REMOVE (32) EA EXISTING TASK CHAIRS
  - G/M TO REMOVE AND DISPOSE OF (332) EXISTING CHAIRS (WOODEN AND STACKING)
  - G/M TO REMOVE AND DISPOSE OF (02) EA EXISTING SOFAS
  - G/M TO REMOVE AND DISPOSE OF (19) EA EXISTING LOUNGE CHAIRS
  - G/M TO REMOVE AND DISPOSE OF (06) EA EXISTING LATERALS
- 2) NEW PRODUCT ASSEMBLY:
  - G/M TO SET IN PLACE (26) EA 28" H HERMAN MILLER COMMUNAL TABLES
  - G/M TO SET IN PLACE (20) EA USER HERMAN MILLER COMPUTER STATIONS

Account Executive: Aaron Ellis ( <a href="mailto:aellis@gmbi.net">aellis@gmbi.net</a> )	Project PAS: Genesis Chavez
AMA: Tiffany Abreu ( <a href="mailto:tabreu@gmbi.net">tabreu@gmbi.net</a> )	Page: 1



G/M TO COORDINATE THE DELIVERY OF (01) EA CUSTOM RECEPTION DESK - G/M TO SET IN PLACE (03) EA HERMAN MILLER MOBILE PEDESTALS W/ CUSHION TOPS AND (03) EA MIRRA 2 TASK CHAIRS INTO RECEPTION AREA

- G/M TO SET IN PLACE (10) EA 16"H HERMAN MILLER TABLES IN SOFT SEATING AREAS
- G/M TO SET IN PLACE (08) EA 22"H CHILDREN'S TABLES & (03) EA 20"H CHILDREN'S TABLES
- G/M TO SET IN PLACE (114) EA SITONIT FOCUS SIDE CHAIRS
- G/M TO SET IN PLACE (30) EA LELAND 16"H CHILDREN'S ZOOM ROUND BACK CHAIRS
- G/M TO SET IN PLACE (12) EA LELAND ZOOM 14"H ROUND BACK ZOOM CHAIRS
- G/M TO SET IN PLACE (20) EA SITONIT COMPOSIUM LOUNGE CHAIRS
- G/M TO SET IN PLACE (03) EA 3-TIER MOBILE BOOK DISPLAY CUSTOM MADE BY G/M VENDOR

3) PLEASE CONTACT SABRINA CHAVEZ TO SCHEDULE SERVICES

**\*\*DESIGN SERVICES BREAKDOWN\*\***

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (19) HRS @ \$55/HR = \$1,045.00

CUSTOMER NET TOTAL: \$333,917.79

**\*\*NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND**

LEAD TIME: 12-16 WEEKS

G/M	Quotation # 228606
-----	--------------------

BOM	A	Who/What/Where	List	List Ext	Sell	Sell Ext
	LOT 1	CHILDRENS AREA	31,186.00	31,186.00	14,725.94	14,725.94
<b>Description:</b>			Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
(12) EA LELAND MODEL ZOOM 14" HIGH CHILDREN'S CHAIRS (30) EA LELAND MODEL ZOOM 16" HIGH CHILDREN'S CHAIRS (03) EA LELAND MODEL ZOOM 20" HIGH CHILDREN'S TABLES; 30X60 (08) EA LELAND MODEL ZOOM 22" HIGH CHILDREN'S TABLES; 30X60			.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count: 53						

BOM	B	Who/What/Where	List	List Ext	Sell	Sell Ext
	LOT 1	COMPUTER STATIONS	66,461.00	66,461.00	18,031.55	18,031.55
<b>Description:</b>			Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
20- PACK HERMAN MILLER CANVAS COMPUTER STATION W POWER, PANELS AND FIXED HEIGHT DESKS			.00	.00	.00	.00
BOM: See Attached Bill of Materials Piece Count: 306						

Account Executive: Aaron Ellis ( <a href="mailto:aellis@gmbi.net">aellis@gmbi.net</a> )	Project PAS:	Genesis Chavez
AMA: Tiffany Abreu ( <a href="mailto:tabreu@gmbi.net">tabreu@gmbi.net</a> )		Page: 2

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BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
C									
LOT	1	LAMINATE REPLACEMENT			.00	.00	85,617.63	85,617.63	
Description:					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
CUSTOM MADE LAMINATE TOPS					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 1									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
D									
LOT	1	OPEN SEATING AREA			176,759.00	176,759.00	70,327.56	70,327.56	
Description:					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(108) SITONIT FOCUS SIDE CHAIRS W/ MESH BACK ; ARMLESS (01) EA CUSTOM MADE 3-TIER MOBILE BOOK DISPLAY W/ LOCKING CASTER (20) EA SITONIT COMPOSIUM SHARP CLUB SEATS 34"H X 31"W X 25"D (13) EA HERMAN MILLER EVERYWHERE RECTANGLE TABLES W/ POST LEGS 30"D X 60"W (09) EA HERMAN MILLER EVERYWHERE RECTANGLE TABLES W/ POST LEGS 36"D X 72"W (10) EA HERMAN MILLER EVERYWHERE OCCASIONAL TABLES W/ SINGLE COLUMN BASE 24"D X 24"W					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 161									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
E									
LOT	1	PAINT			111.00	111.00	27.34	27.34	
Description:					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(02) EA HERMAN MILLER BRUSH ON PAINT (02) EA HERMAN MILLER AERSOL PAINT CANS					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 4									

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
 AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
 Page: 3

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
F									
LOT	1	NEW RECEPTION				127,348.13	127,348.13	64,950.13	64,950.13
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(01) EA DELIVERY AND ASSEMBLY OF NEW RECEPTION STATIONS FOR 3-USERS W/ (03) EA HERMAN MILLER TU MOBILE PEDESTALS W/ CUSHION TOPS (03) EA HERMAN MILLER MIRRA 2 TASK CHAIRS					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 19									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
G									
LOT	1	STUDY ROOMS				33,096.00	33,096.00	11,626.76	11,626.76
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
(12) EA SITONIT FOCUS ARMLESS SIDE CHAIRS W/ MESH BACK (04) EA HERMAN MILLER HEADWAY RECTANGLE TABLES W/ Y-SHAPE BASE 25.5"H X 36"D X 72"W (04) EA HERMAN MILLER LOGIC G1000 FOR TABLES					.00	.00	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count: 28									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
H									
LOT	0	DELIVERY AND ASSEMBLY				.00	.00	.00	.00
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
DELIVERY AND ASSEMBLY OF NEW RECEPTION DESK					.00	3,004.81	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count:									

BOM		Who/What/Where				List	List Ext	Sell	Sell Ext
I									
LOT	0	REPLACEMENT OF LAMINATE SHELVING				.00	.00	.00	.00
<b>Description:</b>					Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee	
DELIVERY & REPLACEMENT OF EXISTING LAMINATE SHELVING					.00	12,989.18	.00	.00	
BOM: See Attached Bill of Materials									
Piece Count:									

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
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BOM

J

Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	0	Z G/M Services	.00	.00	.00	.00

## Description:

Non-Tax Svcs.	Taxable Svcs.	Freight	Design Fee
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**\*\*DESIGN SERVICES BREAKDOWN\*\***

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HRS @ \$55/HR = \$1,045.00

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18,686.00	8,969.00	.00	1,045.00
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BOM: See Attached Bill of Materials

Piece Count:

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))

Project PAS: Genesis Chavez

AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

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Featured Product of the Month

HermanMiller  
Cyclade Tables



G/M accepts credit cards at 0% for purchases up to \$10,000  
Purchases over \$10,000 requires a surcharge of 2.75%

Product Subtotal:	\$265,306.91
Services (Taxable)	\$24,962.99
Freight (Taxable)	\$1,318.77
Services (Non-Taxable)	\$18,686.00
Design Services (Non-Taxable)	\$1,045.00
Taxable Subtotal:	\$291,588.67
Non-Taxable Subtotal:	\$19,731.00
Sales Tax (7.750%)	\$22,598.12
<b>Total:</b>	<b>\$333,917.99</b>

Terms:

Net 30 Days 100% \$333,917.99

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a "ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month's handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

Signature

Print Name/Title

Date

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
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Page: 6

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**EXHIBIT B**  
**SPECIAL REQUIREMENTS**  
**(Superseding Agreement Boilerplate)**

**“NOT APPLICABLE”.**

**EXHIBIT C**

**SCHEDULE OF COMPENSATION**

- I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant's Proposal and attached hereto.**
- II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

## Featured Product of the Month

©HermanMiller  
Cyclade Tables



G/M accepts credit cards at 0% for purchases up to \$10,000  
Purchases over \$10,000 requires a surcharge of 2.75%

Product Subtotal:	\$265,306.91
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## Terms:

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- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a "ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

Account Executive: Aaron Ellis ([aellis@gmbi.net](mailto:aellis@gmbi.net))  
AMA: Tiffany Abreu ([tabreu@gmbi.net](mailto:tabreu@gmbi.net))

Project PAS: Genesis Chavez  
Page: 6

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<http://www.gmbi.net>



**EXHIBIT D**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all Services timely in accordance with the following schedule:**

	<b>TASK</b>	<b>DAYS TO PERFORM</b>	<b>DEADLINE DATE</b>
<b>A.</b>	<b>Removal of existing furniture and the purchase and assembling of new furniture, furnishing and equipment</b>	<b>90 working day term</b>	<b>90 working days from the Notice to Proceed date</b>

**II. Consultant shall deliver the following tangible work products to City by the following dates:**

**A. Purchase and assembling of furniture, furnishing and equipment to be completed no later than 90 working days from the issuance of the Notice to Proceed.**



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

5.B.

**MEETING DATE:** August 8, 2024

**SUBJECT:** Consideration to award the contract to Shaw Integrated Solutions, Inc., for the removal of existing carpet and installation of new carpet flooring at the Cesar E. Chavez Public Library located at 163 E. San Jacinto Avenue, Perris CA 92570, in the amount of \$95,600 plus 20% contingency (\$19,120), totaling \$114,720 for a 30-working day term.

**REQUESTED ACTION:** That the City Council 1) Award the contract to Shaw Integrated Solutions, Inc., for a total contract amount of \$95,600; 2) Authorize 20% (\$19,120) of the purchase amount for contingency; and 3) Authorize the City Manager or her designee to execute the contract and all project related documents, subject to City Attorney approval as to form.

**CONTACT:** Sabrina Chavez, Director of Community Services

---

### BACKGROUND/DISCUSSION:

The City of Perris is pursuing interior renovations to the Cesar E. Chavez Perris Library ("Library") located at 163 E. San Jacinto Avenue, Perris CA 92570. The city secured funding from the County of Riverside in the amount of \$600,000, which is budgeted from the County Fiscal Year 2024-2025 for furniture, furnishings, and equipment. The city has also allocated \$600,000 for additional interior project improvements. Through this partnership, the county and city will be able to upgrade the interior of the Library with new carpet flooring.

City staff solicited three bids, of which two were complete, and one was non-responsive. The lowest bid was submitted by Shaw Integrated Solutions, Inc., with a total bid amount of \$95,600. The bid includes the removal of existing carpet and installation of approximately 2000 square yards of new carpet flooring (Graphite Ecoworx; 24" x 24" and Color; 00450/Indigo). City staff has been coordinating with library staff to select the carpet color and design and establish project deliverable. The installation of the new carpet flooring is anticipated to begin late September.

At this time, staff is recommending that the City Council award the contract to Shaw Integrated Solutions, Inc., for a total bid amount of \$95,600 for the installation of new carpet flooring;

authorize 20% (19,120) of the bid amount for service contingency; and authorize the City Manager to execute the contract and all project related documents, subject to City Attorney approval as to form.

There is available project funding to be reimbursed by the county, to proceed with this contract award, including an additional 20 percent contingency for the successful execution of the library renovation project.

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**BUDGET (or FISCAL) IMPACT:**

The cost associated with the proposed contract services by Shaw Integrated Solutions, Inc., for \$95,600 plus 20% contingency (\$19,120), totaling \$114,720 will be covered by approved Fiscal Year 2024-2025 Cesar Chavez Library Building Maintenance Budget (14041332-7451) and reimbursed by the County of Riverside.

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Prepared by: Martin E. Martinez, Management Analyst

**REVIEWED BY:**

Assistant City Manager: \_\_\_\_\_

Assistant City Manager: \_\_\_\_\_

Director of Finance: \_\_\_\_\_

**Attachments:**

1. City of Perris Cesar Chavez Library Location Map
2. Project Bid Summary
3. Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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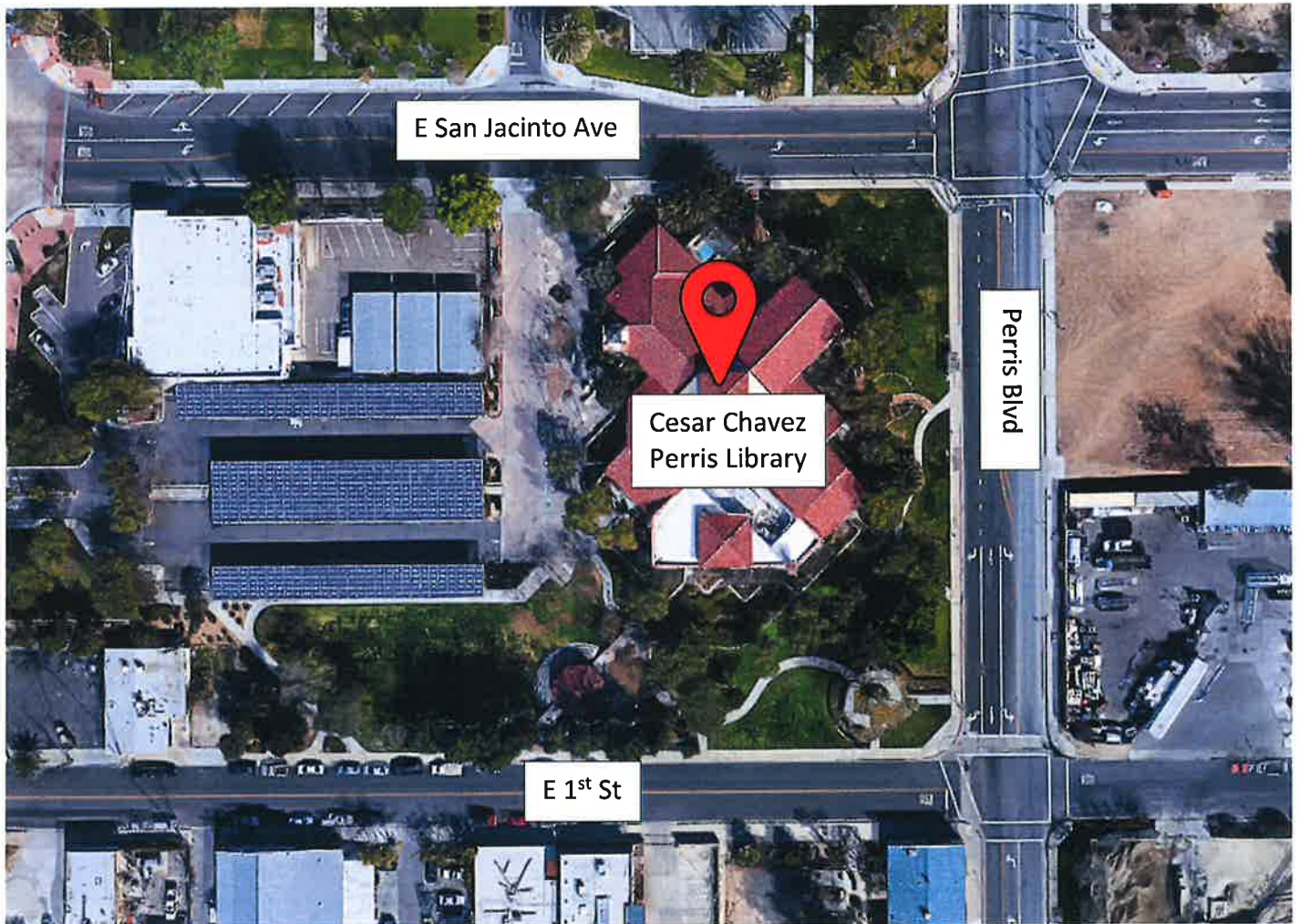
## **ATTACHMENT 1: CITY OF PERRIS CESAR E. CHAVEZ PUBLIC LIBRARY LOCATION MAP**



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

## LIBRARY LOCATION MAP



**Cesar Chavez Perris Library**  
163 E. San Jacinto, Perris, CA 92570.



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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## **ATTACHMENT 2: PROJECT BID SUMMARY**



# CITY OF PERRIS

COMMUNITY SERVICES

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## Bid Summary

**Product:** Cesar Chavez Library Project

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**Description:** The City of Perris solicited informal bids for the removal of existing carpet and installation of new carpet flooring at the Cesar E. Chavez Public Library

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<b>Contractor:</b>	<b>Price</b>
1) Shaw Integrated Solutions, Inc.	\$95,599.72
2) Robert Johnson Construction	\$144,247
3) Pineda General Construction, Inc.	Non-responsive

<b>Proposal Submitted To</b> City of Perris		<b>Attention</b> Accounts Payable		<b>Phone</b> ( ) -		<b>Fax</b> ( ) -		<b>Date</b> 05/16/24	
<b>Proposal Name</b> Caesar Chavez Perris Library				<b>Job Name</b> Caesar Chavez Perris Library				<b>Job #</b> 179144	
<b>Street</b> 163 E San Jacinto				<b>Job Street</b> 163 E San Jacinto Ave				<b>Proposal ID</b> 202591	
<b>City, State and Zip</b> Perris, CA 92570		<b>Architect</b> Sourcewell	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> Perris, CA 92570--193		<b>Customer Job #</b> None	<b>Customer PO</b> None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Graphite Ecoworx - 24" x 24"	00450/Indigo	1,903.99	SY	\$25.09	\$47,771.11
LokWorx+ Carpet Tile Adhesive 4 Gallon		26.00	Each	\$91.01	\$2,366.26
Furniture Moving		88.00	Hour	\$80.25	\$7,061.73
Carpet Removal		1,818.00	SY	\$5.68	\$10,326.24
Carpet Tile Installation		1,903.00	SY	\$9.66	\$18,382.98
Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.		1.00	Each	\$4,024.42	\$4,024.42
Freight - Pricing Good for 30 Days		1.00	Each	\$3,782.03	\$3,782.03
California Carpet Assessment as required by AB 2398					\$1,884.95
<b>Base Bid Total:</b>					<b>\$95,599.72</b>

**Proposal Inclusions and Exclusions:**

1. Sourcewell Contract# 061323-SII
2. Local Contact: Shaun Tait Installer: Coda Flooring
3. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
4. Proposal does not include removal of any materials containing asbestos.
5. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. All pricing is based on work being completed during normal working hours.
8. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
9. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
10. Please email your Purchase Order to Shelli Warren at shelli.warren@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
11. Remit to Address: SHAW INTEGRATED SOLUTIONS PO Box 748552 Atlanta, GA 30384-8552



Mail Drop 999 P.O. Box 748552  
Atlanta, GA 30384-8552  
Proposal ID: 202591



Phone: ( ) -  
Fax: ( ) -

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Shelli Warren

Shelli Warren

\$95,599.72

Email: [shelli.warren@shawinc.com](mailto:shelli.warren@shawinc.com)

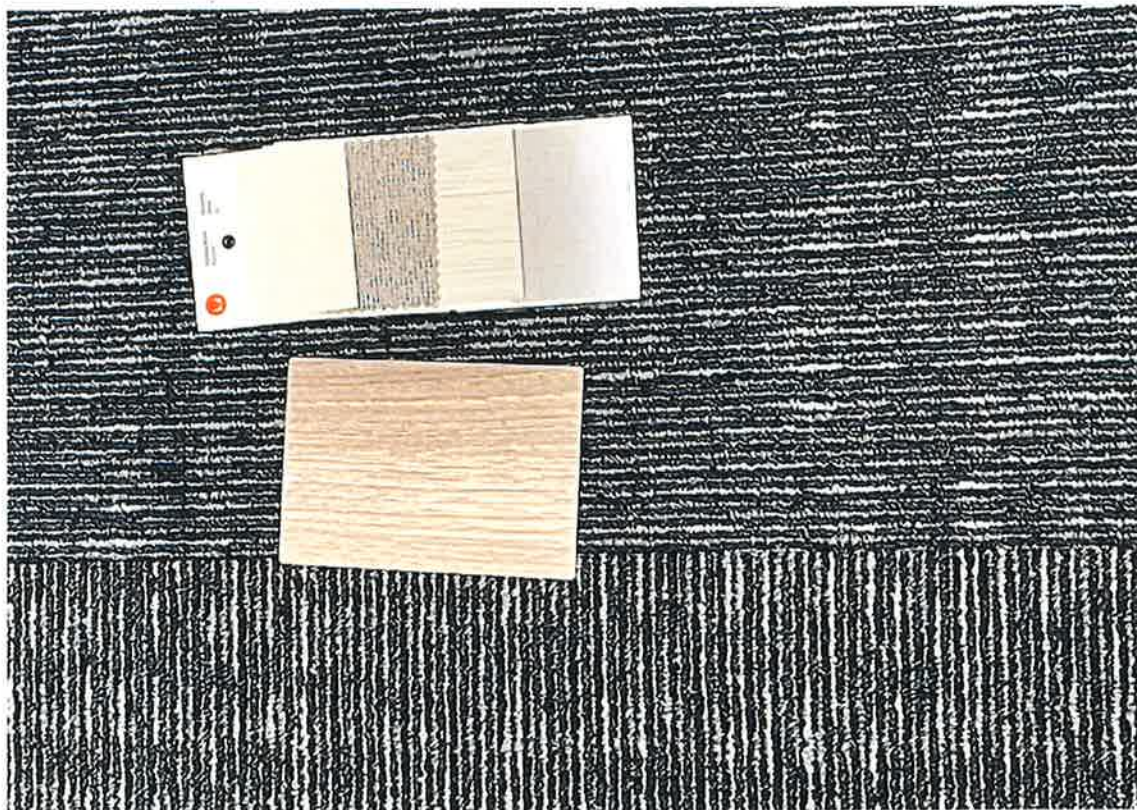
**Conditions of Proposal:**

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2.5% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.  
You are authorized to do the work as specified.**

Customer: City of Perris Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# Graphite Ecoworx – 24” x 24” Color 00450/Indigo 1,903 SY



# Proposal and Contract

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Robert Johnson Construction  
5784 Anna Court  
Fontana, Ca 92336  
Lic. # 916625  
909-770-6157

**Proposal submitted to:** Liset Hernandez

**Date:** July 31, 2024

**Work to be performed at:** Cesar Chavez Library, 163 E San Jacinto Ave, Perris, CA 92570

Robert Johnson Construction proposes to perform the labor required for the necessary completion of the following:

1. Remove approx, 1,904 square yards of carpet tiles through out library including rooms. Scrape glue at existing floor as required. Haul away debris.
2. Move and relocate furniture, cabinets and shelving as required. Replace after new carpet installation.
3. Install approx, 1,904 square yards of 24 inch x 24 inch Patcraft 10575 Graphite - Indigo carpet tiles through out library including rooms.
4. Clean up and haul away debris.

**Total Cost: \$144,247.00 labor and materials**

Any additional work/materials will be subject to a separate bid/contract.

This bid is based on prevailing wage. Overtime labor excluded.

Mobilization of 20% required with final payment due upon completion of job.

Pricing excludes bonds.

Note: This proposal and contract may be withdrawn by Robert Johnson Construction, if not accepted within 30 days.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board at:

**Contractor's State License Board 3132 Bradshaw Road Sacramento, California 95826**

#### Notice to Owner

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, or other person, who helps to improve your property and is not paid for his labor, services, or material has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims, by filing before commencing such work of improvement, an original contract for the work of improvement or modification there of, in the office of the County Recorder where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in said contract.



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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## **ATTACHMENT 3: CONTRACT SERVICES AGREEMENT**

## 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 Shaw Integrated Solutions, Inc. (“**Contractor**”) and the City of Perris, a California municipal corporation, (“**City**”) for a total amount of \$114,720,960, consisting of \$95,600 as set forth in Contractor’s bid (the "**Contract Amount**") and up to \$19,120 in a Construction Contingency amount if approved by the City pursuant to this Contract.

### RECITALS

**WHEREAS**, City sought bids pursuant to the Perris Municipal Code for the Project (defined below); and

**WHEREAS**, City did accept the bid of Contractor dated 5/16/24 (“**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.:	14041332-7451
DESCRIPTION:	<u>Cesar E. Chavez Public Library Renovation Project</u>
LOCATION:	<u>163 E. San Jacinto Avenue, Perris CA 92570</u>

(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. 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. Further, Contractor shall perform the Work in accordance with applicable law and lawful governmental regulations (including, but not limited to, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City), 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 **Thirty (30) 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:

Shelli Warren	Shaw Integrated Solutions
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 City Manager, 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, located at 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 (or at a greater frequency as may be required by the Project Manager), 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,**  
**a California municipal corporation**

BY:

ATTEST:

\_\_\_\_\_  
Clara Miramontes, City Manager

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

DATE:

\_\_\_\_\_  
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

**CONTRACTOR**

CONTRACTOR NAME:

Shaw Integrated Solutions, Inc.

CONTRACTOR'S ADDRESS:

PO Box 748552 Atlanta, GA 30384-8552

STATE OF CALIFORNIA  
CONTRACTOR'S LICENSE NUMBER:

CONTRACTOR'S LICENSE  
EXPIRATION DATE:

CONTRACTOR'S BUSINESS  
TELEPHONE NUMBER:

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.



# CITY OF PERRIS

5.C.

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** August 8, 2024

**SUBJECT:** Consideration to award the contract to SCB So. California Builders, Inc., for restroom renovation at the Cesar E. Chavez Public Library located at 163 E. San Jacinto Avenue, Perris CA 92570, in the amount of \$255,000 plus 20% contingency (\$51,000), totaling \$306,000 for a 60-working day term.

**REQUESTED ACTION:** That the City Council 1) Award the contract to SCB So. California Builders, Inc., for a total contract amount of \$255,000; 2) Authorize 20% (\$51,000) of the purchase amount for contingency; and 3) Authorize the City Manager or her designee to execute the contract and all project related documents, subject to City Attorney approval as to form.

**CONTACT:** Sabrina Chavez, Director of Community Services

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#### BACKGROUND/DISCUSSION:

The City of Perris is pursuing interior renovation to the Cesar E. Chavez Perris Library ("Library") located at 163 E. San Jacinto Avenue, Perris CA 92570. The city secured funding from the County of Riverside in the amount of \$600,000, which is budgeted from the County Fiscal Year 2024-2025 for furniture, furnishings, and equipment. The city has also allocated \$600,000 for additional interior project improvements. Through this partnership, the county and city will be able to upgrade the Library's restroom facilities.

City staff solicited three bids, of which one bid was complete, one bid was incomplete, and one declined to bid (see Attachment 2: Project Bid Summary). The most responsive completed bid was submitted by SCB So. California Builders, Inc., with a total bid amount of \$255,000. The bid includes restroom renovations consisting of the demolition of existing tile floors and walls; removal and disposal of all existing plumbing fixtures and valves; removal and disposal of all existing restroom partitions; installation of new wall tiles; installation of new anti-graffiti steel partitions; installation of new plumbing fixtures, toilets, urinals, and self-flushing valves; installation of new grab bars, toilet paper and seat cover dispensers; the painting of all untiled surfaces; and installation of new countertops and mirrors. City staff has been coordinating with library staff to solicit their input on the restroom renovations and establish project deliverables. The library restroom renovation is anticipated to begin early October 2024.

At this time, staff is recommending that the City Council award the contract to SCB So. California Builders, Inc., for a total bid amount of \$255,000; authorize 20% (51,000) of the bid amount for service contingency; and authorize the City Manager to execute the contract and all project related documents, subject to City Attorney approval as to form.

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**BUDGET (or FISCAL) IMPACT:**

The cost associated with the proposed contract services by SCB So. California Builders, Inc., for \$255,000 plus 20% contingency (\$51,000), totaling \$306,000 will be covered by the approved Capital Improvement Project Budget (CIP# F025).

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Prepared by: Martin E. Martinez, Management Analyst

**REVIEWED BY:**

Assistant City Manager: \_\_\_\_\_

Assistant City Manager: \_\_\_\_\_

Director of Finance: \_\_\_\_\_

**Attachments:**

1. City of Perris Cesar Chavez Library Location Map
2. Project Bid Summary
3. Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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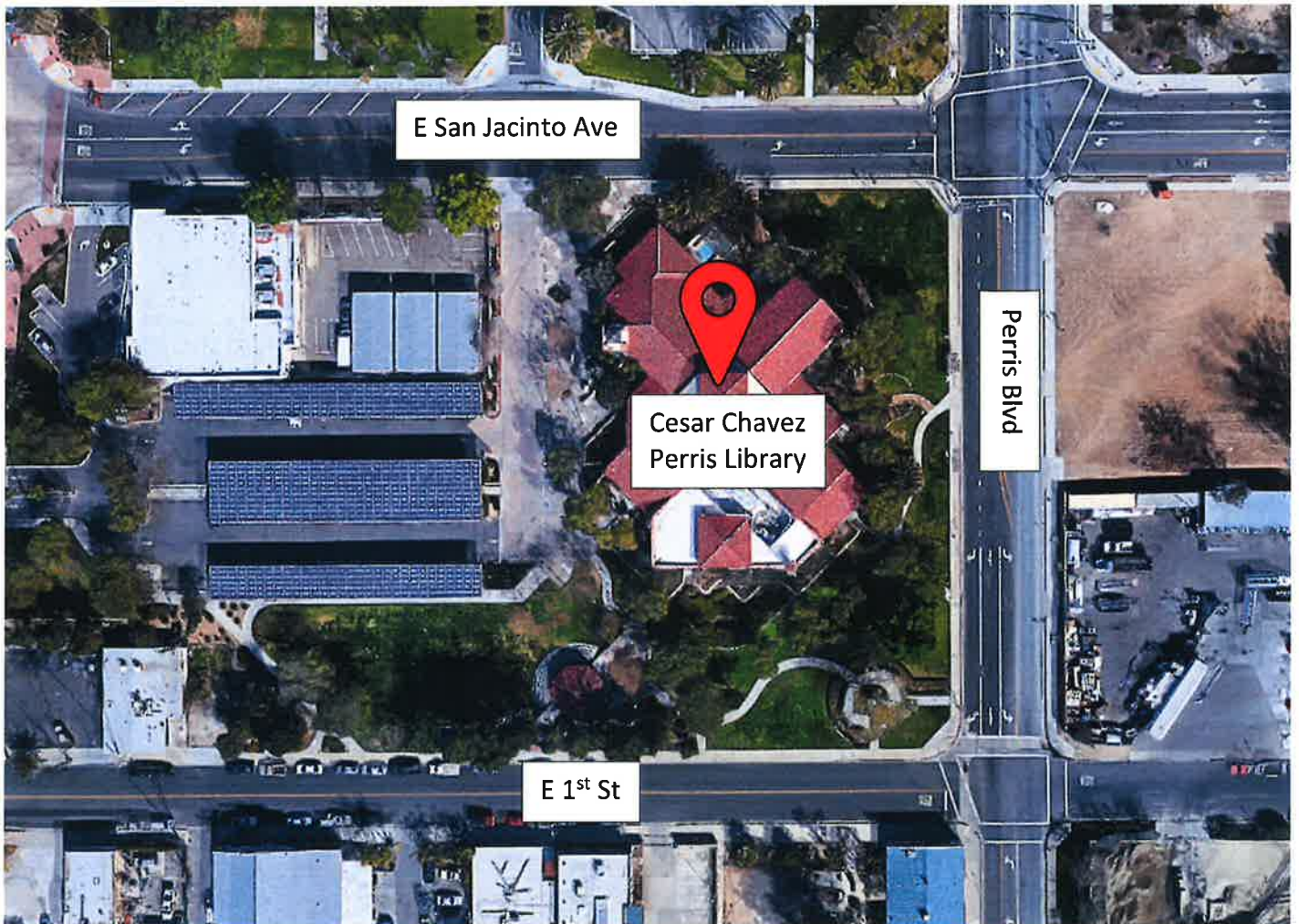
## **ATTACHMENT 1: CITY OF PERRIS CESAR E. CHAVEZ PUBLIC LIBRARY LOCATION MAP**



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

## LIBRARY LOCATION MAP



**Cesar Chavez Perris Library**

163 E. San Jacinto, Perris, CA 92570.



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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## **ATTACHMENT 2: PROJECT BID SUMMARY**





# CITY OF PERRIS

COMMUNITY SERVICES

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## Bid Summary

**Product:** Cesar Chavez Library Project

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**Description:** The City of Perris solicited informal bids for the restroom renovation at the Cesar E. Chavez Public Library.

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<b>Contractor:</b>	<b>Price</b>
1) SCB So. California Builders, Inc.	\$225,000
2) Coda Flooring (Incomplete Bid)	\$69,125.21 (Incomplete Bid)
3) Robert J. Construction	Declined to bid



**Prepared For**

Bryant Hill  
 Perris  
 (951) 345-5676

**So. California Builders, Inc.**

1332 E. Brockton Ave.  
 Redlands, CA 92374  
 Phone: (951) 255-4192  
 Email: l.reyes@socalbuildersinc.com

Estimate # 2205286  
 Date 07/09/2024

Description	Total
Perris Library restroom remodel - Demo existing tile floors and walls, substrate to remain. - Patch brown coat substrate of any minor damages caused during Demo. - Remove and dispose of all existing plumbing fixtures and valves. - Remove and dispose of all existing restroom partitions. - Install new large format tile on walls and floors approximately 24" x 12" - Install new ant graffiti steel partitions - Install new plumbing, fixtures, toilets, urinals, and self flushing valves. - Install new toilet paper dispensers, toilet seat, cover dispensers, and grab bars. - Paint all untiled surfaces. - Install new quarts countertops and mirrors. - Countertops and mirrors.	\$255,000.00

<b>Subtotal</b>	\$255,000.00
<b>Total</b>	<b>\$255,000.00</b>

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**Notes:**

- We are assuming the substrate on the wall is floated mortar.
- All faucets and flush valves will be battery powered sensors

By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Bryant Hill



SEND TO

**Perris Library**

**Coda Flooring**  
 4650 Arrow Hwy Ste G10  
 Montclair, California 91763  
 909-655-5100

**Library Men's & Women's Restrooms**

**\$69,125.21**

**Tile**

Estimate #: PERRIS-0003

July 25, 2024

Items	Price	Qty	Total
<b>Remove &amp; Reinstall Toilets</b>	\$65.00	7.00	\$455.00
<b>Remove &amp; Dispose Tile (Sq Ft)</b>	\$4.00	2089.00	\$8,356.00
<b>Install Floor tile (Sq Ft)</b>	\$8.50	692.00	\$5,882.00
<b>Install Wall Tile (Sq Ft)</b>	\$23.00	1606.00	\$36,938.00
<b>Material - Patcraft Neutral Space 12x24 Porcelain (Sq Ft)</b>	\$5.35	2298.00	\$12,294.30
<b>Material - Patcraft Neutral Space 6x12 Cove Base (Ln Ft)</b>	\$17.50	208.00	\$3,640.00
<b>Remove and Reinstall Partitions</b>	\$325.00	1.00	\$325.00

Terms  
 Net 30

**Subtotal:** \$67,890.30  
 California (7.25%): \$1,155.24  
 Perris (0.50%): \$79.67  
**Total:** \$69,125.21

## Martin E. Martinez

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**From:** Liset Hernandez  
**Sent:** Thursday, August 1, 2024 4:26 PM  
**To:** Martin E. Martinez  
**Subject:** FW: Library Bathroom Remodel

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Please see below.

-----Original Message-----

**From:** Robert Johnson <robertjconstruction@yahoo.com>  
**Sent:** Thursday, August 1, 2024 7:31 AM  
**To:** Liset Hernandez <LHernandez@cityofperris.org>  
**Subject:** Library Bathroom Remodel

Hi Liset,

I was wondering if it would be ok if I passed on bidding on the bathroom remodels. I am a small company and I don't want to stretch myself too thin. If I take on too many jobs, I just end up having everyone mad at me, I prefer to take on what I know I can handle so that I can perform my job to everyone's complete satisfaction. Thank you for your understanding.

Sincerely, Robert



# CITY OF PERRIS

COMMUNITY SERVICES DEPARTMENT

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## **ATTACHMENT 3: CONTRACT SERVICES AGREEMENT**

## 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 SCB So. California Builders, Inc. (“**Contractor**”) and the City of Perris, a California municipal corporation, (“**City**”) for a total amount of \$306,000, consisting of \$255,000 as set forth in Contractor’s bid (the “**Contract Amount**”) and up to \$51,000 in a Construction Contingency amount if approved by the City pursuant to this Contract.

### RECITALS

**WHEREAS**, City sought bids pursuant to the Perris Municipal Code for the Project (defined below); 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.:	<u>CIP # F025</u>
DESCRIPTION:	<u>Cesar E. Chavez Public Library Renovation Project</u>
LOCATION:	<u>163 E. San Jacinto Avenue, Perris CA 92570</u>

(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. 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. Further, Contractor shall perform the Work in accordance with applicable law and lawful governmental regulations (including, but not limited to, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City), 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 **Sixty (60) 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 \$1,000,000 per occurrence, \$2,000,000 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 City Manager, 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, located at 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 (or at a greater frequency as may be required by the Project Manager), 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 "Indemnitee") 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,**  
**a California municipal corporation**

BY:

ATTEST:

\_\_\_\_\_  
Clara Miramontes, City Manager

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

DATE:

\_\_\_\_\_  
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

**CONTRACTOR**

CONTRACTOR NAME:

CONTRACTOR'S ADDRESS:

SCB So. California Builders, Inc.

1332 E. Brockton Ave. Redlands, CA 92374

STATE OF CALIFORNIA  
CONTRACTOR'S LICENSE NUMBER:

CONTRACTOR'S LICENSE  
EXPIRATION DATE:

CONTRACTOR'S BUSINESS  
TELEPHONE NUMBER:

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.



# CITY OF PERRIS

5.D.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** August 8, 2024

**SUBJECT:** Full Road Closure for Old Evans Road between Evans Road and Walnut Avenue

**REQUESTED ACTION:** Approve KB Homes request for a full road closure for Old Evans Road between Evans Road and Walnut Avenue

**CONTACT** John Pourkazemi, City Engineer

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### **BACKGROUND/DISCUSSION:**

On July 31, 2024, the Engineering Department received a full road closure request from KB Homes to facilitate the installation of an 8-inch sewer line located at Old Evans Road and Walnut Avenue associated with development of Tract Map No. 33978; a residential tract development located at the southwest corner of Walnut Avenue and Sherman Road in County of Riverside jurisdiction.

The proposed road closure will occur in phases and is anticipated to begin on August 26, 2024 and the entire work to finish by October 18, 2024.

Engineering Department has reviewed the extent of the work and has deemed the closure necessary for safety purposes and to negate traffic impact. Access will be provided with a detour during the road closure to all traffic.

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### **BUDGET (or FISCAL) IMPACT:**

No fiscal impact.

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Prepared by: Alondra Pelayo, Administrative Technician I, Engineering Department

### **REVIEWED BY:**

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

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

Director of Finance \_\_\_\_\_

**Attachments:**

1. Vicinity Map
2. Traffic Control Plan

**Consent:**       X

**Public Hearing**

**Business Item:**

**Other:**

# ATTACHMENT 1

VICINITY MAP





**LEGEND**

OPEN ROADWAY

CLOSED ROADWAY

# ATTACHMENT 2

Traffic Control Plans

# GENERAL NOTES FOR TRAFFIC CONTROL

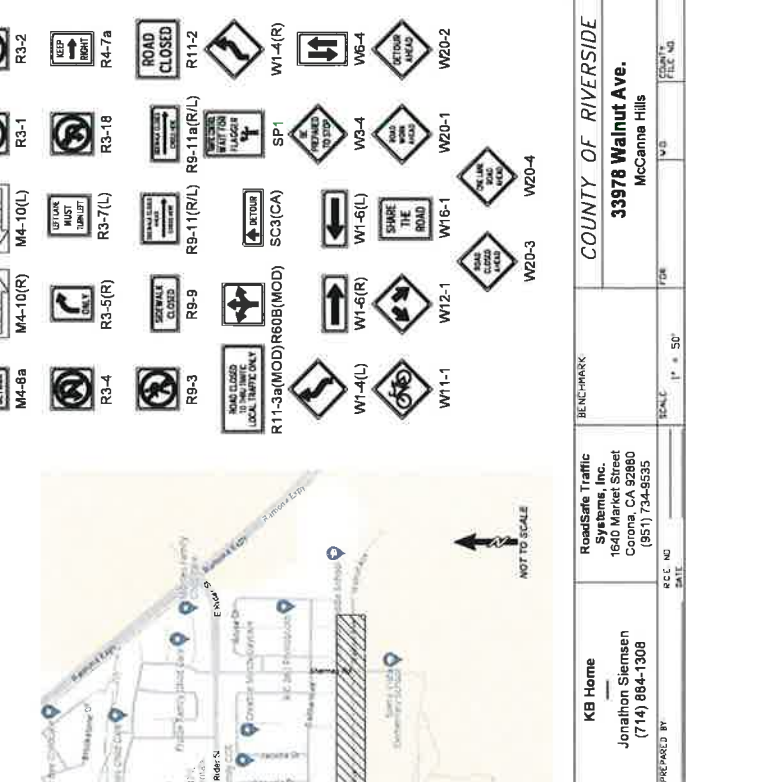
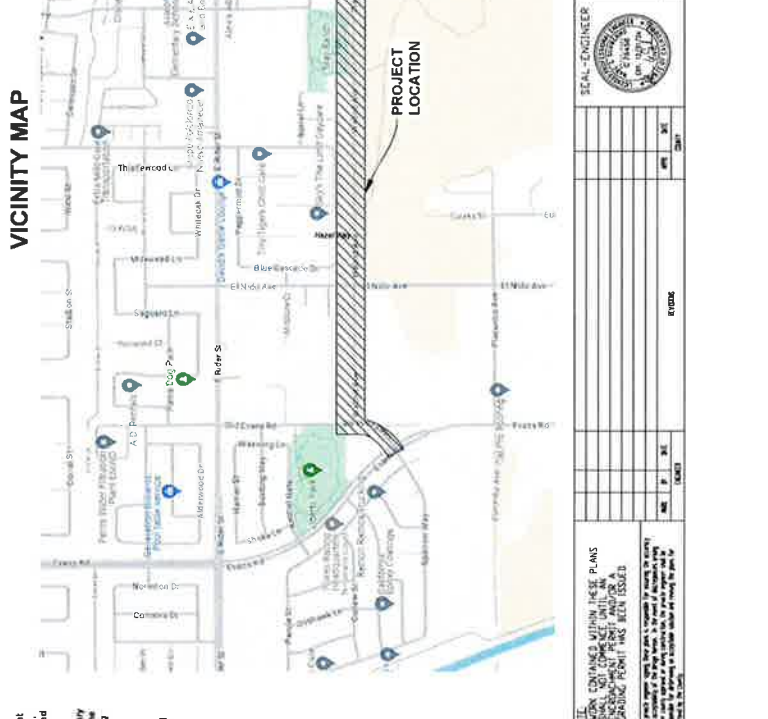
- All traffic control work for construction shall conform to the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), State of California, Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable.
- The Contractor shall comply with the requirements of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable. All work shall be performed in accordance with the CA MUTCD and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable. All work shall be performed in accordance with the CA MUTCD and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable.
- The County of Riverside reserves the right to observe these traffic control plans in use, and to make any changes to the plans as needed to ensure compliance with the CA MUTCD and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable. All work shall be performed in accordance with the CA MUTCD and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable.
- Working Hours: All work shall be performed in accordance with the CA MUTCD and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable. All work shall be performed in accordance with the CA MUTCD and the State of California Specifications and Standard Plans, Work Area Traffic Control Handbook (WATCH), and all Occupational Safety and Health Administration (OSHA) requirements as applicable.
- Temporary "No Parking" signs shall be posted seven-to-ten (7-10) feet prior to commencing work.
- All private driveways and side streets shall be kept open at all times except when construction takes place directly in front of the driveway's side access. All open excavations shall be back-filled or shored (pre- and post-work) for traffic to the satisfaction of the County of Riverside Engineer as Inspector.
- All traffic control devices shall be removed from the street when not in use or upon completion of daily construction, and shall be returned to the Contractor at the end of each work day.
- All existing signage not in compliance with applicable County Standards and Practices shall be removed from the street at the end of the work day or when traffic control is not in use.
- Traffic signals shall remain in operation at all times. Conflicting traffic signal indications shall be covered, and signal operation during such construction phases shall be approved in advance by the County of Riverside Engineer or Inspector.

# TRAFFIC CONTROL PLANS FOR 33978 WALNUT AVE. MCCANNA HILLS COUNTY OF RIVERSIDE

**CONTRACTOR TO NOTIFY PROPERTY OWNERS/TENANTS PRIOR TO START OF WORK**

**CONTRACTOR TO MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES**

- ### LEGEND
- CONE OR DELINEATOR WITH WHITE STRIPE
  - CONE OR DELINEATOR WITH YELLOW STRIPE
  - CONE OR DELINEATOR
  - SIGNALIZED INTERSECTION
  - TYPE I BARRICADE W/ SIGN
  - TYPE III BARRICADE W/ SIGN
  - FLAG TREE W/ VINYL SIGN
  - FLAGGER
  - WORK ZONE
  - PCMS - CHANGEABLE MESSAGE SIGN
  - MANHOLE LOCATION



APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES

PLANNING CHECK OVERSIGHT ENGINEER REGISTERED PROFESSIONAL ENGINEER DATE SIGNED

SCALE: 1" = 50'

PREPARED BY: Jonathon Siemsen (714) 884-1308

SEAL - ENGINEER: ROADSAFE TRAFFIC SYSTEMS, INC. 1640 MARKET STREET CORONA, CA 92880 (951) 734-8535

BENCH-MARK: COUNTY OF RIVERSIDE 33978 WALNUT AVE. MCCANNA HILLS

SHEET NO: 1 OF 15 SHEETS

DATE: 11/27/2023 PROJECT: PALMVIEW MCCANNA HILLS - 5162024.dwg

**PHASE 1:  
EVANS RD. & OLD EVANS RD. -  
INTERSECTION CLOSURE.**

EXPECTED DURATION:  
APPROX. 2 WEEKS

- LEGEND**
- CONE OR DELINEATOR
  - 1 TYPE I BARRICADE W/ SIGN
  - II TYPE II BARRICADE W/ SIGN
  - I TYPE III BARRICADE WITHOUT SIGN
  - ⚡ FLAGGER
  - 🌳 FLAG TREE W/ VINYL SIGN
  - ▨ WORK ZONE
  - Ⓢ SIGNALIZED INTERSECTION
  - ⊗ MANHOLE LOCATION

- C30(CA) [Sign]
- R3-5(R) [Sign]
- R9-11(R/L) [Sign]
- R11-3a(MOD) [Sign]
- W20-1 [Sign]
- G20-2 [Sign]
- R9-3 [Sign]
- R9-11a(R/L) [Sign]
- R08(CA) [Sign]
- W20-2 [Sign]
- R3-5(L) [Sign]
- R9-9 [Sign]
- R11-2 [Sign]
- W3-4 [Sign]
- W20-3 [Sign]
- R3-18 [Sign]
- R9-3 [Sign]
- R11-2 [Sign]
- W3-4 [Sign]
- R9-11a(R/L) [Sign]
- R08(CA) [Sign]
- W20-2 [Sign]
- R3-5(R) [Sign]
- R9-3 [Sign]
- R11-2 [Sign]
- W3-4 [Sign]
- R9-11a(R/L) [Sign]
- R08(CA) [Sign]
- W20-3 [Sign]
- R3-5(L) [Sign]
- R9-9 [Sign]
- R11-2 [Sign]
- W3-4 [Sign]
- R9-11a(R/L) [Sign]
- R08(CA) [Sign]
- W20-2 [Sign]
- R3-18 [Sign]
- R9-3 [Sign]
- R11-2 [Sign]
- W3-4 [Sign]
- R9-11a(R/L) [Sign]
- R08(CA) [Sign]
- W20-3 [Sign]

**SETUP TO REMAIN OVERNIGHT.**  
NOTE:  
PROVIDE TYPE "B" FLASHING BEACONS ON ALL BARRICADES DURING OVERNIGHT CLOSURE.

NOTE:  
PLACE K-RAIL FOR PHASE 1 DURING OVERNIGHT CLOSURE.

NOTE:  
PROVIDE PROPER LIGHTING DEVICES THROUGHOUT WORK AREA WITH LEVEL II OR III ILLUMINANCE.

SEE DETOUR MAP ON SHEET 4

CONTRACTOR TO NOTIFY PROPERTY OWNERS/TENANTS 72 HOURS PRIOR TO START OF WORK

CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) DAYS PRIOR TO WORK START OF ANY DRIVEWAY CLOSURE

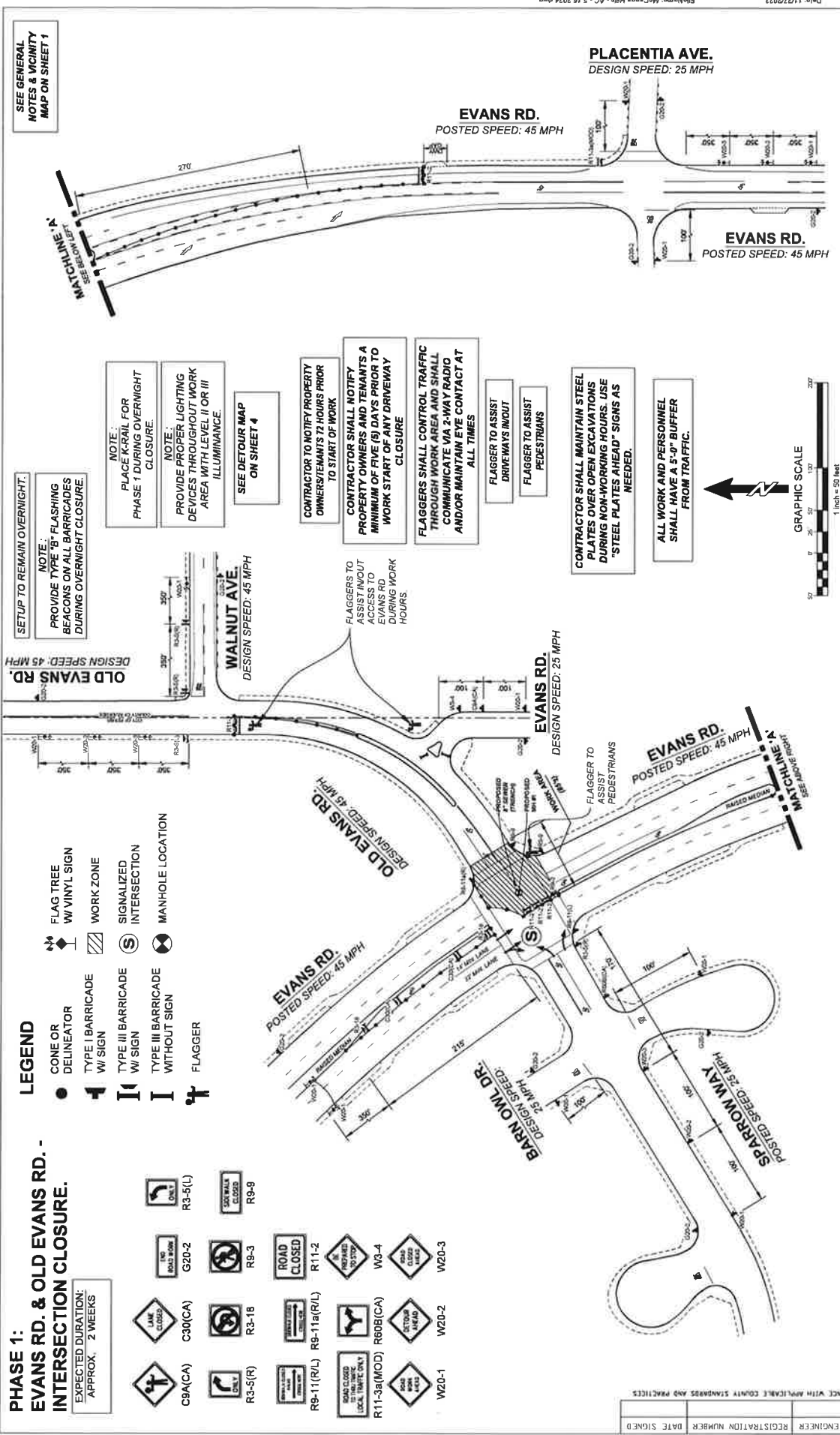
FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

FLAGGER TO ASSIST DRIVEWAYS IN/OUT

FLAGGER TO ASSIST PEDESTRIANS

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.



PLAN CHECK OVERSIGHT ENGINEER	REGISTRATION NUMBER	DATE SIGNED
APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES		
SEAL - ENGINEER	PREPARED BY	DATE
KB Home	Jonathon Siemsen	
RoadSafe Traffic Systems, Inc. 1640 Market Street Corona, CA 92880 (951) 734-9635		
BENCHMARK	SCALE	1" = 50'
COUNTY OF RIVERSIDE	SHEET NO	2
33978 Walnut Ave.	DF 16 SH15	
McCanna Hills	FILE NO.	

**PHASE 2:  
OLD EVANS RD. - FULL ROAD CLOSURE.**

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

SETUP TO REMAIN OVERNIGHT.

NOTE:  
PROVIDE TYPE 'B' FLASHING BEACONS ON ALL BARRICADES DURING OVERNIGHT CLOSURE.

NOTE:  
PLACE K-BAIL FOR PHASE 2 DURING OVERNIGHT CLOSURE.

NOTE:  
PROVIDE PROPER LIGHTING DEVICES THROUGHOUT WORK AREA WITH LEVEL II OR III ILLUMINANCE.

PHASE 2 - 3  
EXPECTED DURATION:  
APPROX. 6 WEEKS

FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

FLAGGER TO ASSIST DRIVEWAYS IN/OUT

FLAGGER TO ASSIST PEDESTRIANS

OLD EVANS RD.  
DESIGN SPEED: 45 MPH

CMS PLACEMENT & MESSAGE DETAIL:

ROAD CLOSED AHEAD  
DATE  
TIME  
ROUTE

NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

WALNUT AVE.  
DESIGN SPEED: 45 MPH

EVANS RD.  
DESIGN SPEED: 25 MPH

EVANS RD.  
DESIGN SPEED: 25 MPH

CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) DAYS PRIOR TO WORK START OF ANY DRIVEWAY CLOSURE

FLAGGERS TO ASSIST IN/OUT ACCESS TO EVANS RD DURING WORK HOURS

CONTRACTOR TO NOTIFY PROPERTY OWNERS/TENANTS 72 HOURS PRIOR TO START OF WORK

**PHASE 2: DETOUR MAP**



- LEGEND**
- FLAG TREE W/ VINYL SIGN
  - WORK ZONE
  - SIGNALIZED INTERSECTION
  - MANHOLE LOCATION
  - PCMS - CHANGEABLE MESSAGE SIGN
  - CONE OR DELINEATOR
  - TYPE I BARRICADE W/ SIGN
  - TYPE III BARRICADE W/ SIGN
  - TYPE III BARRICADE WITHOUT SIGN
  - FLAGGER
  - ROAD CLOSED
  - R11-2
  - R9-11a(R/L)
  - R3-16
  - R3-5(L)
  - R3-1
  - R11-3a(MOD)
  - R60B(CA)
  - SC3(CA)
  - W20-1
  - W20-2
  - W20-3
  - W3-4

NOT TO SCALE



NOTES: CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN EXISTING PERMIT HAS BEEN ISSUED.

THESE PLANS ARE TO BE USED FOR THE PURPOSES OF THE PROJECT ONLY. ANY CHANGES TO THE PLANS SHALL BE MADE BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

FOR PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



KB Home  
Jonathan Sjomsen  
(714) 884-1308

RoadSafe Traffic Systems, Inc.  
1640 Market Street  
Corona, CA 92980  
(951) 734-9535

COUNTY OF RIVERSIDE  
33978 Walnut Ave.  
McCanna Hills

SHEET NO  
3  
OF 16 SHEETS

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

- LEGEND**
- TYPE I BARRICADE W SIGN
  - WORK ZONE
  - CMS - CHANGEABLE MESSAGE SIGN

- M4-8a
- SC3(CA)
- M4-10(L)
- M4-10(R)
- DETOUR AHEAD
- W20-2

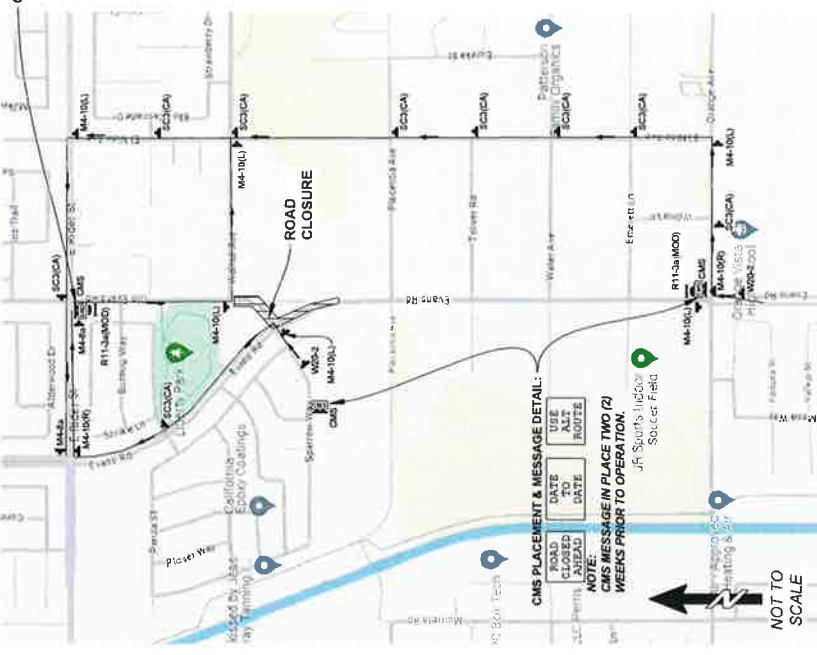
**EXPECTED DURATION: APPROX. 2 WEEKS**

**CMS PLACEMENT & MESSAGE DETAIL:**

ROAD CLOSED AHEAD	DATE	USE
		ALT ROUTE

**NOTE:**  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**PHASE 1: DETOUR MAP**



**PHASE 2 - 3**

**EXPECTED DURATION: APPROX. 6 WEEKS**



**DIGITAL**

ALL WORK CONTAINED WITHIN THESE PLANS SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. NO WORKING BEYOND THE SPECIFIED TIME FRAME IS ALLOWED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO COMMENCEMENT OF WORK.

CALL FREE 1-800-287-2800  
A PUBLIC SERVICE BY  
UNDERGROUND SERVICES, INC.

APPROVES AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES

PLAN CHECK OVERSIGHT ENGINEER	REGISTRATION NUMBER	DATE SIGNED

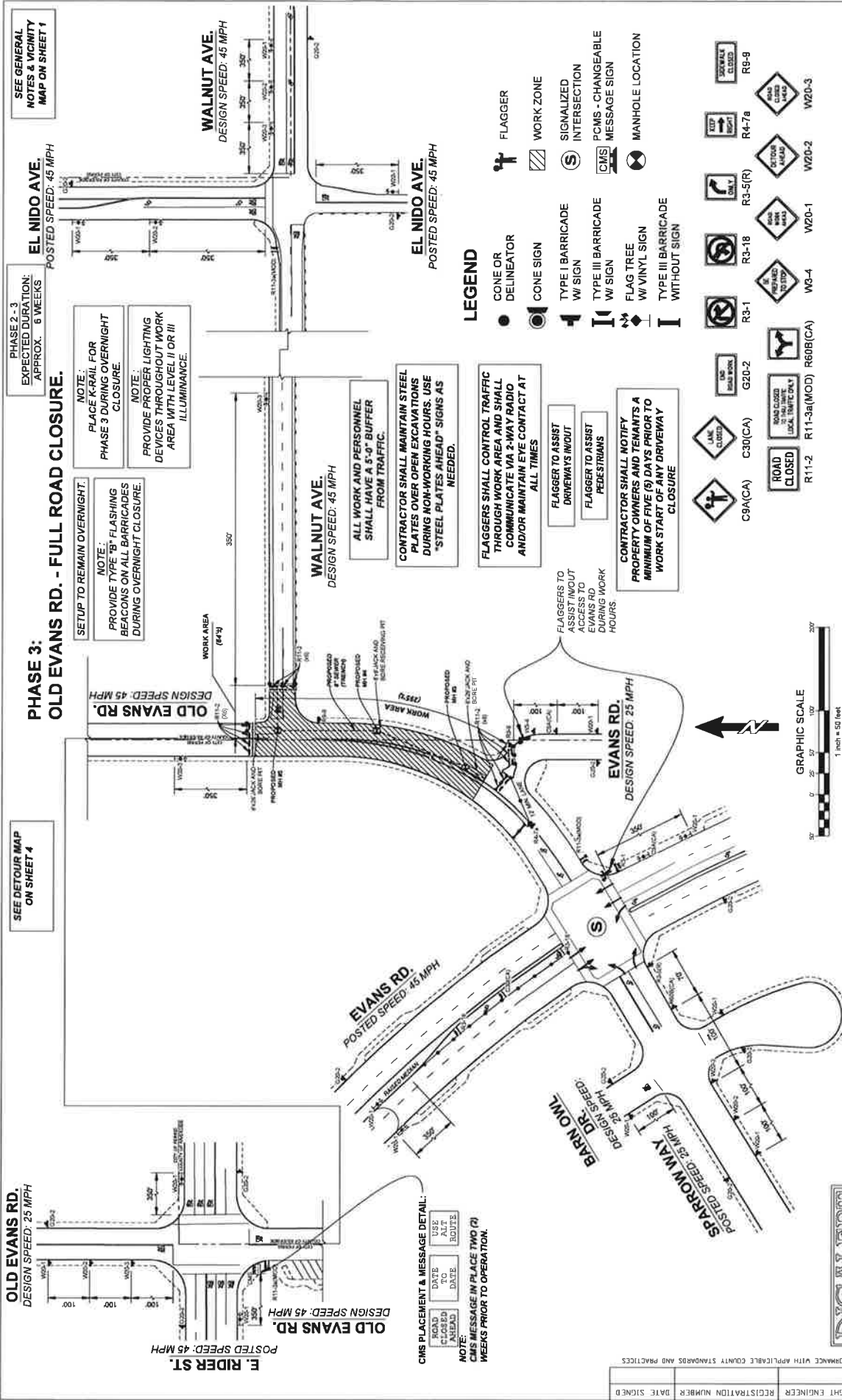


**KB Home**  
Jonathon Siemsen  
(714) 884-1308

**RoadSafe Traffic Systems, Inc.**  
1640 Market Street  
Corona, CA 92880  
(951) 734-9535

**COUNTY OF RIVERSIDE**  
33978 Walnut Ave.  
McCanna Hills

SHEET NO 4  
OF 16 SHEETS



SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

PHASE 2-3 EXPECTED DURATION: APPROX. 6 WEEKS

EL NIDO AVE. POSTED SPEED: 45 MPH

WALNUT AVE. DESIGN SPEED: 45 MPH

EL NIDO AVE. POSTED SPEED: 45 MPH

WALNUT AVE. DESIGN SPEED: 45 MPH

EL NIDO AVE. POSTED SPEED: 45 MPH

WALNUT AVE. DESIGN SPEED: 45 MPH

EL NIDO AVE. POSTED SPEED: 45 MPH

WALNUT AVE. DESIGN SPEED: 45 MPH

NOTE: PLACE K-RAIL FOR PHASE 3 DURING OVERNIGHT CLOSURE.

NOTE: PROVIDE PROPER LIGHTING DEVICES THROUGHOUT WORK AREA WITH LEVEL II OR III ILLUMINANCE.

NOTE: PROVIDE TYPE 'B' FLASHING BEACONS ON ALL BARRICADES DURING OVERNIGHT CLOSURE.

NOTE: SETUP TO REMAIN OVERNIGHT.

NOTE: CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

NOTE: FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES.

NOTE: FLAGGERS TO ASSIST IN/OUT OF EVANS RD DURING WORK HOURS.

NOTE: CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) DAYS PRIOR TO WORK START OF ANY DRIVEWAY CLOSURE.

NOTE: FLAGGERS TO ASSIST IN/OUT OF EVANS RD DURING WORK HOURS.

NOTE: CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) DAYS PRIOR TO WORK START OF ANY DRIVEWAY CLOSURE.

LEGEND

CONE OR DELINEATOR

CONE SIGN

TYPE I BARRICADE W/ SIGN

TYPE II BARRICADE W/ SIGN

FLAG TREE W/ VINYL SIGN

TYPE III BARRICADE WITHOUT SIGN

FLAGGER

WORK ZONE

SIGNALIZED INTERSECTION

PCMS - CHANGEABLE MESSAGE SIGN

MANHOLE LOCATION

R3-1

R3-18

R3-5(R)

R4-7a

RP-9

W20-1

W20-2

W20-3

R11-2

R11-3a(MOD)

R60B(CA)

G20-2

C30(CA)

C9A(CA)

ROAD CLOSED

ROAD CLOSED LOOK TRAFFIC ONLY

ROAD CLOSED

ROAD CLOSED

SCALE

1" = 50'

GRAPHIC SCALE

1 inch = 50 feet

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES

PLAN CHECK DIVERSIGHT ENGINEER

RECSISTRATION NUMBER

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE

1/27/2023

PROJECT

33978 Walnut Ave.

LOCATION

McCanna Hills

COUNTY OF RIVERSIDE

SHEET NO

5

DATE

CONTRACTOR

Roadsafe Traffic Systems, Inc.

1640 Market Street

Corona, CA 92880

(951) 734-9535

PREPARED BY

Jonathan Stimson

(714) 864-1308

SCALE

1" = 50'

SEAL

SEAL - ENGINEER

DATE

1/27/2023

PROJECT

33978 Walnut Ave.

LOCATION

McCanna Hills

COUNTY OF RIVERSIDE

SHEET NO

DATE

1/27/2023

PROJECT

33978 Walnut Ave.

LOCATION

McCanna Hills

COUNTY OF RIVERSIDE

SHEET NO

5

DATE

CONTRACTOR

Roadsafe Traffic Systems, Inc.

1640 Market Street

Corona, CA 92880

(951) 734-9535

PREPARED BY

Jonathan Stimson

(714) 864-1308

SCALE

1" = 50'

SEAL

SEAL - ENGINEER

DATE

1/27/2023

PROJECT

33978 Walnut Ave.

LOCATION

McCanna Hills

COUNTY OF RIVERSIDE

SHEET NO

DATE

1/27/2023

PROJECT

33978 Walnut Ave.

LOCATION

McCanna Hills

COUNTY OF RIVERSIDE

SHEET NO

5

DATE

CONTRACTOR

Roadsafe Traffic Systems, Inc.

1640 Market Street

Corona, CA 92880

(951) 734-9535

PREPARED BY

Jonathan Stimson

(714) 864-1308

SCALE

1" = 50'

SEAL

SEAL - ENGINEER

DATE

1/27/2023

PROJECT

33978 Walnut Ave.

LOCATION

McCanna Hills

COUNTY OF RIVERSIDE

SHEET NO

5

DATE

DATE

DATE

DATE

DATE

# PHASE 4: WALNUT AVE. & OLD EVANS RD. - FLAGGING SETUP.

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

OLD EVANS RD.  
DESIGN SPEED: 40 MPH

PHASE 4 - 10  
EXPECTED DURATION:  
APPROX. 2 WEEKS

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD  
DATE: [ ]  
EXPECTED DELAY: [ ]  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

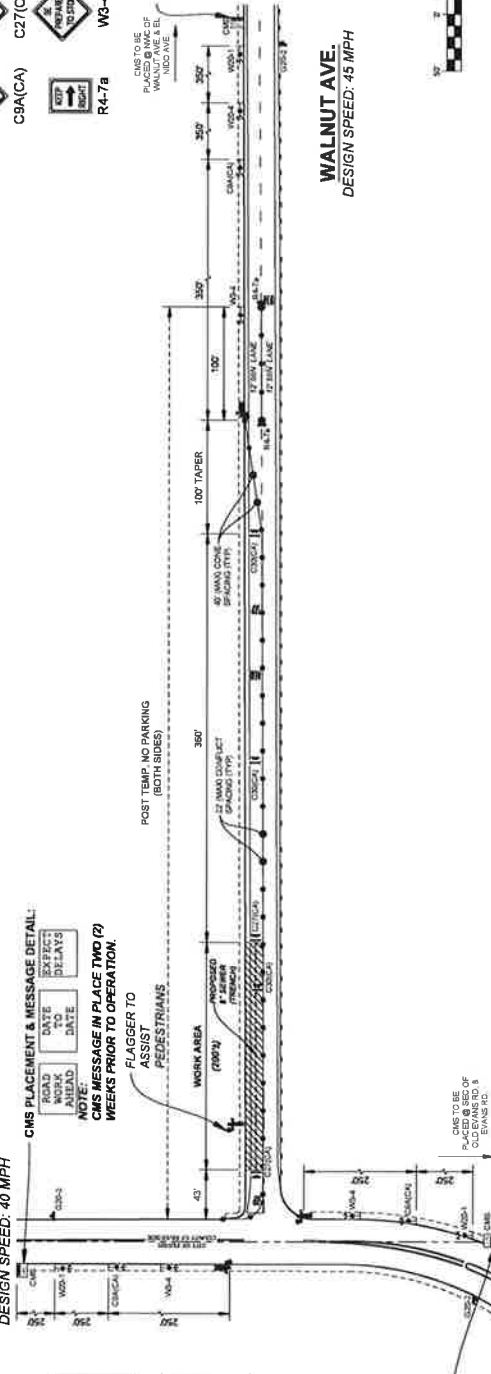
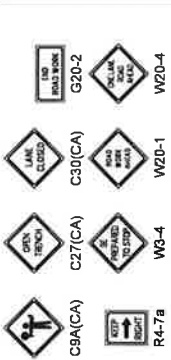
POST TEMP. NO PARKING (BOTH SIDES)

CMS TO BE PLACED @ 1/4 MI. OF WALNUT AVE.

WALNUT AVE.  
DESIGN SPEED: 45 MPH

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD  
DATE: [ ]  
EXPECTED DELAY: [ ]

CMS TO BE PLACED @ 1/4 MI. OF WALNUT AVE.



## LEGEND

- CONE OR DELINEATOR
- CONE SIGN
- ▬ TYPE I BARRICADE W/ SIGN
- ▬ TYPE III BARRICADE W/ SIGN
- ▬ FLAG TREE W/ VINYL SIGN
- ▬ FLAGGER
- ▬ WORK ZONE

OLD EVANS RD.  
DESIGN SPEED: 40 MPH

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD  
DATE: [ ]  
EXPECTED DELAY: [ ]  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

FLAGGER TO ASSIST PEDESTRIANS

POST TEMP. NO PARKING (BOTH SIDES)

WALNUT AVE.  
DESIGN SPEED: 45 MPH

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD  
DATE: [ ]  
EXPECTED DELAY: [ ]  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

# PHASE 5: WALNUT AVE. & OLD EVANS RD. - FLAGGING SETUP.



ALL CONVICTIONS WITHIN THESE PLANS SHALL NOT COMPLY WITH ANY FEDERAL, STATE, COUNTY, CITY OR LOCAL LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES.



PREPARED BY:  
Jonathon Skjansen  
(714) 884-1308

ROADSAFE TRAFFIC SYSTEMS, INC.  
1640 MARKET STREET  
CORONA, CA 92880  
(951) 734-9535

BENCHMARK:  
COUNTY OF RIVERSIDE  
33978 Walnut Ave.  
McCanna Hills

SHEET NO. 6  
DF 15 SHTS

PLM CHECK	DATE SIGNED	REGISTRATION NUMBER	DATE SIGNED
APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES			



**PHASES 6-9: REFERENCE TYPICAL 'A' - FLAGGING AT T-INTERSECTION SCOPE OF WORK: SEWER**

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

PHASE 4 - 10  
EXPECTED DURATION:  
APPROX. 2 WEEKS

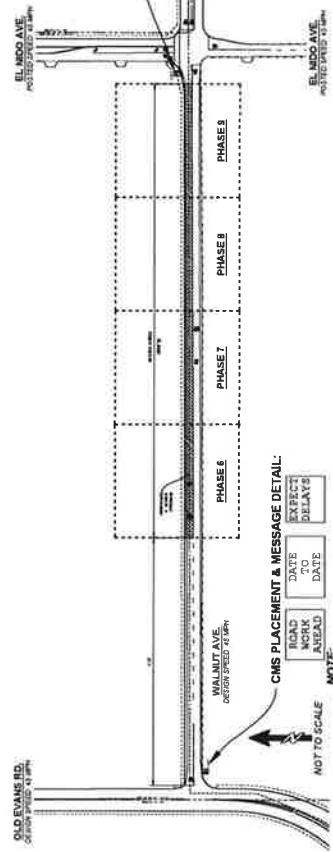
**LEGEND**

- CONE OR DELINEATOR
- ◐ CONE SIGN
- ⚠ TYPE I BARRICADE W/ SIGN
- ⚠ TYPE III BARRICADE W/ SIGN
- 🚧 FLAG TREE W/ VINYL SIGN
- 🚧 FLAGGER
- 🚧 WORK ZONE

**CMS PLACEMENT & MESSAGE DETAIL:**  
ROAD WORK AHEAD  
DATE TO START  
DATE TO COMPLETE  
EXPECT DELAYS  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**CMS PLACEMENT & MESSAGE DETAIL:**  
ROAD WORK AHEAD  
DATE TO START  
DATE TO COMPLETE  
EXPECT DELAYS  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

- ⚠ C9A(CA)
- ⚠ C27(CA)
- ⚠ C30(CA)
- ⚠ W3-4
- ⚠ R4-7a
- ⚠ W20-1
- ⚠ W20-4
- ⚠ G20-2
- ⚠ W3-4
- ⚠ W20-1
- ⚠ W20-4



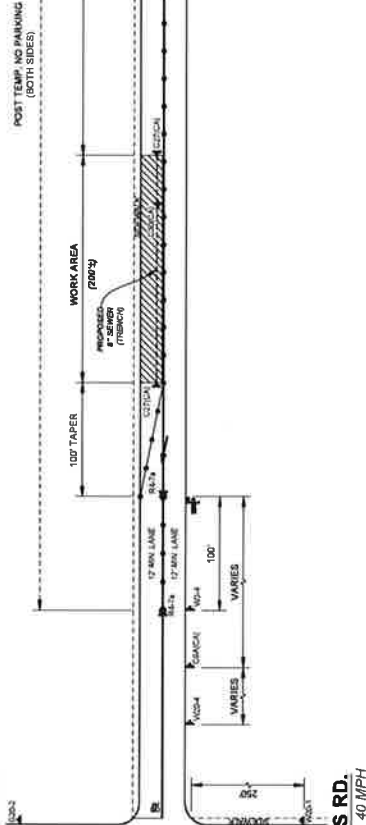
CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE W/ & W/ RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

FLAGGER TO ASSIST PEDESTRIANS

**TYPICAL 'A' - FLAGGING AT T-INTERSECTION**

OLD EVANS RD.  
DESIGN SPEED: 40 MPH



OLD EVANS RD.  
DESIGN SPEED: 40 MPH

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.



ALL CONTRACTORS WITHIN THESE PLANS SHALL NOT COMPLETE UNTIL AN OFFICIAL PERMIT HAS BEEN ISSUED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION.

PLAN CHECK	DESIGN ENGINEER	REGISTRATION NUMBER	DATE SIGNED
APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES			



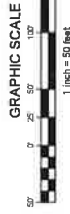
**KB Home**  
Jonathan Siemsen  
(714) 864-1308

**RoadSafe Traffic Systems, Inc.**  
1640 Market Street  
Corona, CA 92880  
(851) 734-9535

BENCHMARK:

COUNTY OF RIVERSIDE  
33978 Walnut Ave.  
McCanna Hills

SHEET NO  
7  
OF 14 SHEETS



**PHASE 10:  
WALNUT AVE. & EL NIDO AVE.  
- FLAGGING SETUP.**

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

PHASE 4 - 10  
EXPECTED DURATION:  
APPROX. 2 WEEKS

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.

- LEGEND**
- CONE OR DELINEATOR
  - CONE SIGN
  - ▬ TYPE I BARRICADE W/ SIGN
  - ▬ TYPE III BARRICADE W/ SIGN
  - ▬ FLAG TREE W/ VINYL SIGN
  - ▬ FLAGGER
  - ▬ WORK ZONE

**EL NIDO AVE.**  
POSTED SPEED: 45 MPH

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD DATE: \_\_\_\_\_  
EXPECTED DELAYS DATE: \_\_\_\_\_  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**WALNUT AVE.**  
DESIGN SPEED: 45 MPH

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD DATE: \_\_\_\_\_  
EXPECTED DELAYS DATE: \_\_\_\_\_  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**HAZEL WAY**  
DESIGN SPEED: 25 MPH

**WALNUT AVE.**  
DESIGN SPEED: 45 MPH

**EL NIDO AVE.**  
POSTED SPEED: 45 MPH

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD DATE: \_\_\_\_\_  
EXPECTED DELAYS DATE: \_\_\_\_\_  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

FLAGGER TO ASSIST DRIVEWAYS IN/OUT  
FLAGGER TO ASSIST PEDESTRIANS

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD DATE: \_\_\_\_\_  
EXPECTED DELAYS DATE: \_\_\_\_\_  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

- C9A(CA) [Symbol]
- C27(CA) [Symbol]
- R3-4 [Symbol]
- R4-7a [Symbol]
- R9-3 [Symbol]
- W3-4 [Symbol]
- W20-1 [Symbol]
- W20-4 [Symbol]
- C30(CA) [Symbol]
- G20-2 [Symbol]
- SP1 [Symbol]



ALL WORKERS MUST WEAR SAFETY HELMETS AND VESTS AT ALL TIMES. ALL WORKERS MUST BE TRAINED AND CERTIFIED. ALL WORKERS MUST BE INSURED. ALL WORKERS MUST BE EMPLOYED BY THE CONTRACTOR.



**KB Home**  
Jonathon Siemsen  
(714) 884-1308

**RoadSafe Traffic Systems, Inc.**  
1640 Market Street  
Corona, CA 92880  
(951) 734-9535

**COUNTY OF RIVERSIDE**  
**33978 Walnut Ave.**  
McCanna Hills

SHEET NO. 8 OF 16 SHEETS

APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES  
PLAN CHECK OVERSIGHT ENGINEER  
REGISTRATION NUMBER DATE SIGNED

PHASE 11 - 12  
EXPECTED DURATION:  
APPROX. 5 DAYS

**PHASE 11:  
WALNUT AVE. & EL NIDO AVE.  
- FLAGGING SETUP.**

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

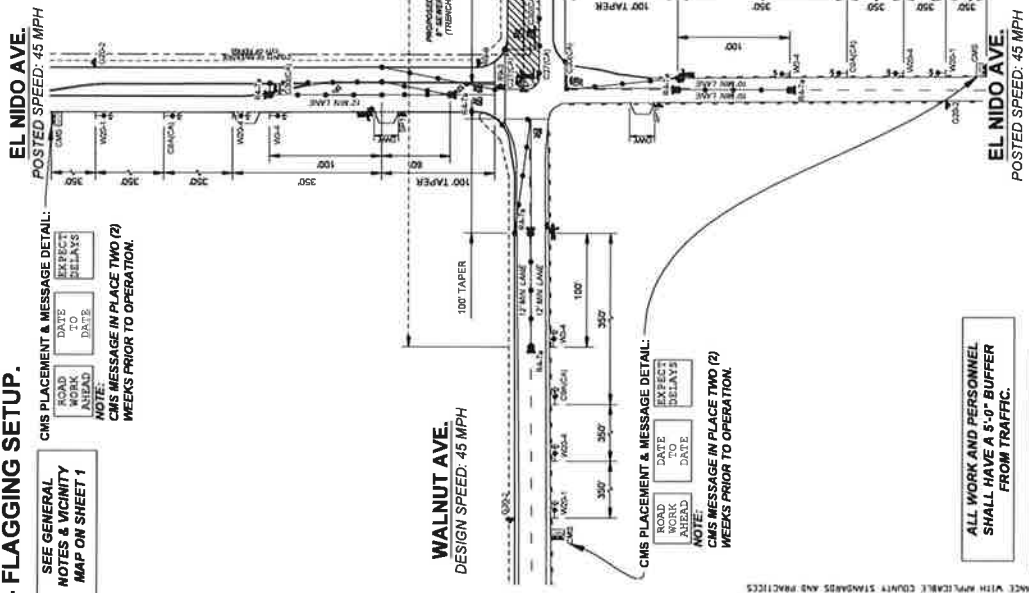
CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD DATE: [ ] EXPECT DELAYS DATE: [ ]  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

FLAGGER TO ASSIST DRIVEWAYS IN/OUT  
FLAGGER TO ASSIST PEDESTRIANS

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD DATE: [ ] EXPECT DELAYS DATE: [ ]  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.



- LEGEND**
- CONE OR DELINEATOR
  - CONE SIGN
  - TYPE I BARRICADE W SIGN
  - TYPE III BARRICADE W SIGN
  - FLAG TREE W VINYL SIGN
  - FLAGGER
  - WORK ZONE
  - CONTRACTOR ROAD WORK
  - LANE CLOSED
  - OPEN TRUCK
  - C27(CA)
  - C30(CA)
  - R9-3
  - R9-9
  - R4-7a
  - R4-7b
  - W3-4
  - W20-1
  - W20-4
  - SP1



PLAN CHECK	OVERSIGHT ENGINEER	REGISTRATION NUMBER	DATE SIGNED
APPROVED BY	AS TO COMPLY WITH APPLICABLE COUNTY STANDARDS AND PRACTICES		



NOTE:  
WORK CONTAINS WITHIN THESE PLANS SHALL BE COMPLETED WITHIN AN 8-HOUR PERIOD. NO WORK SHALL BE PERFORMED AFTER 5:00 PM. ALL WORK SHALL BE COMPLETED BY 5:00 PM. ALL WORK SHALL BE COMPLETED BY 5:00 PM. ALL WORK SHALL BE COMPLETED BY 5:00 PM.



**KB Home**  
Jonathon Siemsen  
(714) 884-1308

**RoadSafe Traffic Systems, Inc.**  
1640 Market Street  
Corona, CA 92880  
(951) 734-9535

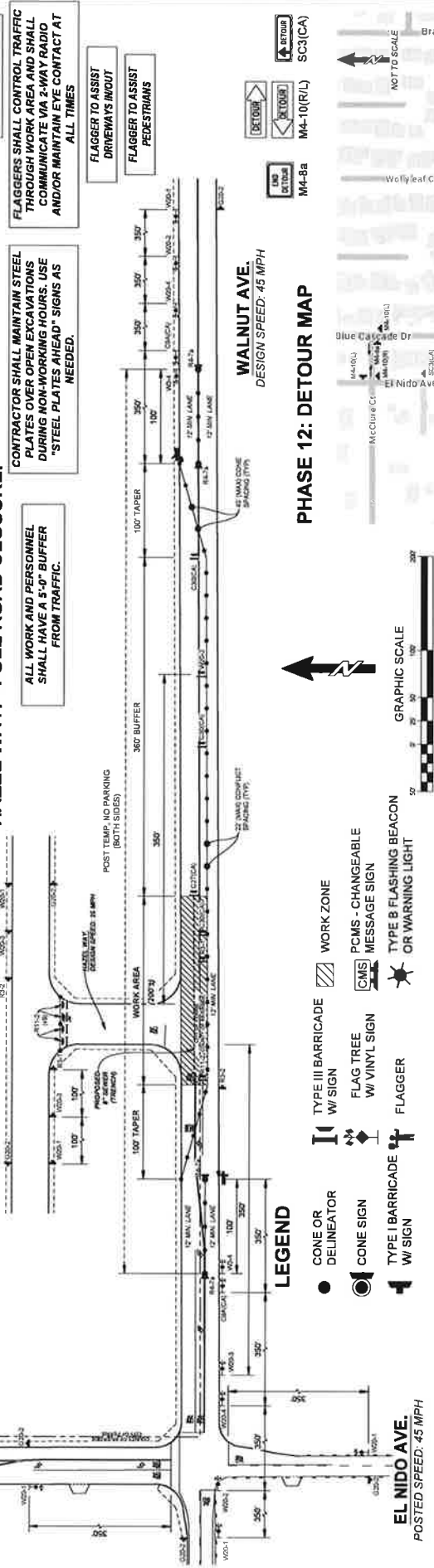
COUNTY OF RIVERSIDE  
**33978 Walnut Ave.**  
McCanna Hills

SHEET NO  
9  
OF 15 SHEETS

**PHASE 12:  
WALNUT AVE. - FLAGGING SETUP. &  
HAZEL WAY. - FULL ROAD CLOSURE.**

**STRAWBERRY DR.**  
DESIGN SPEED: 25 MPH

**EL NIDO AVE.**  
POSTED SPEED: 45 MPH



- LEGEND**
- CONE OR DELINEATOR
  - CONE SIGN
  - ⚠ TYPE I BARRICADE W/ SIGN
  - ⚠ TYPE III BARRICADE W/ SIGN
  - ▨ WORK ZONE
  - ◻ PCMS - CHANGEABLE MESSAGE SIGN
  - ⚡ TYPE B FLASHING BEACON OR WARNING LIGHT
  - ♠ FLAGGER

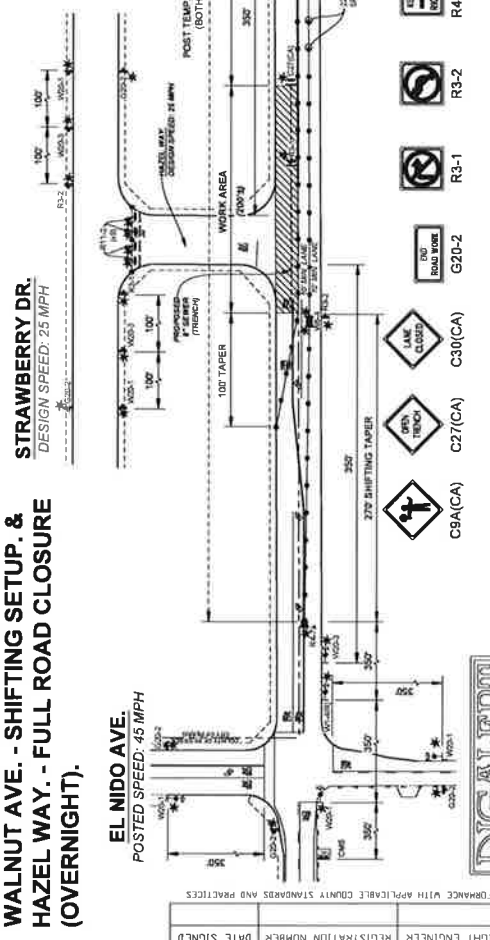


**PHASE 12:  
WALNUT AVE. - SHIFTING SETUP. &  
HAZEL WAY. - FULL ROAD CLOSURE  
(OVERNIGHT).**

**STRAWBERRY DR.**  
DESIGN SPEED: 25 MPH

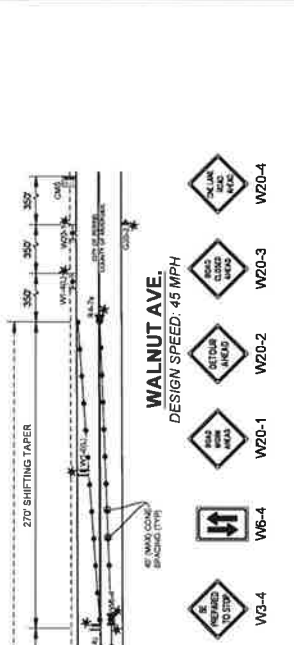
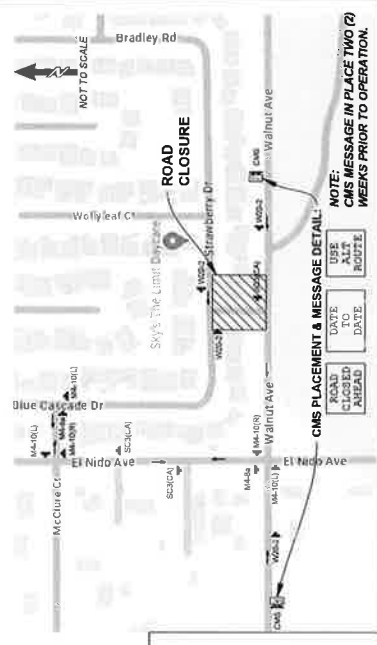
**EL NIDO AVE.**  
POSTED SPEED: 45 MPH

- NOTE:**  
PROVIDE TYPE 'B' FLASHING BEACONS ON ALL BARRICADES DURING OVERNIGHT CLOSURE.
- NOTE:**  
PROVIDE PROPER LIGHTING DEVICES THROUGHOUT WORK AREA WITH LEVEL II OR III ILLUMINANCE.



**PHASE 12: DETOUR MAP**

**WALNUT AVE.**  
DESIGN SPEED: 45 MPH



APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES	REGISTRATION NUMBER	DATE SIGNED
PLN. CHECK OVERSIGHT ENGINEER		
<p>NOTE: CONTRACTORS WITHIN THESE PLANS SHALL NOT CONDUCT ANY AND/OR WORKING OPERATIONS IN THE WORKING ZONE UNLESS THE CONTRACTOR HAS BEEN ADVISED BY THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.</p>		
<p>DATE: 11/27/2023 FILE NAME: McCarra Hills - 5_16_2024.dwg</p>		
<p>SEAL-ENGINEER</p>		
<p>KB Home Jonathan Siemsen (714) 884-1308</p>		
<p>ROADSAFE TRAFFIC SYSTEMS, INC. 1640 MARKET STREET CORONA, CA 92680 (951) 734-9535</p>		
<p>BENCHMARK: COUNTY OF RIVERSIDE 33978 Walnut Ave. McCarra Hills</p>		
<p>SHEET NO. 10 DF 16 DATE</p>		

**PHASES 13-26: REFERENCE TYPICAL 'B' - FLAGGING SETUP SCOPE OF WORK: SEWER**

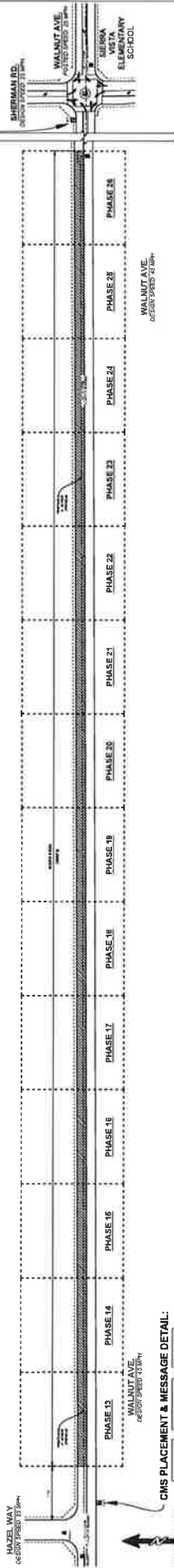
PHASE 13 - 26  
EXPECTED DURATION:  
APPROX. 5 WEEKS

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

**CMS PLACEMENT & MESSAGE DETAIL:**

ROAD WORK AHEAD	DATE	EXPECTED DELAYS
	TO	
	DATE	

NOTE: MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.



**CMS PLACEMENT & MESSAGE DETAIL:**

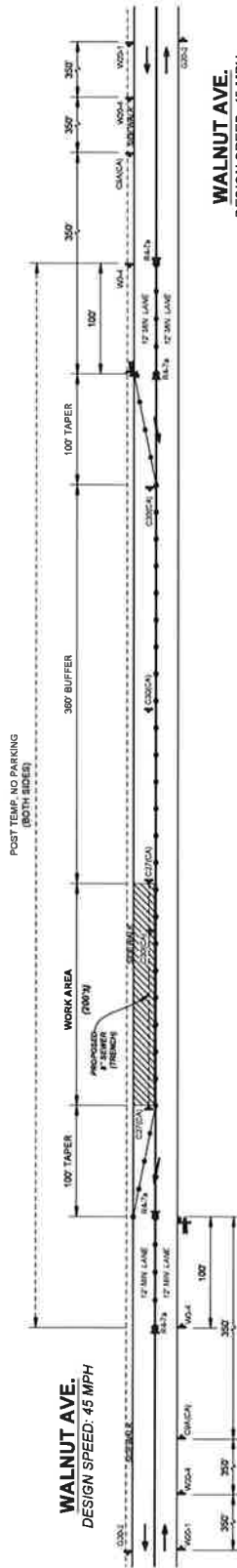
ROAD WORK AHEAD	DATE	EXPECTED DELAYS
	TO	
	DATE	

NOTE: MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

CONTRACTOR TO COORDINATE WORK HOURS WITH SIERRA VISTA ELEMENTARY SCHOOL.

**TYPICAL 'B' - FLAGGING SETUP**



**WALNUT AVE.**  
DESIGN SPEED: 45 MPH

**LEGEND**

- CONE OR DELINEATOR
- CONE SIGN
- ⚠ TYPE I BARRICADE W/ SIGN
- ⚠ TYPE III BARRICADE W/ SIGN
- 🚧 FLAG TREE W/ VINYL SIGN
- 🚧 FLAGGER
- 🚧 WORK ZONE

- 🚧 C9A(CA)
- 🚧 C27(CA)
- 🚧 W3-4
- 🚧 R4-7a
- 🚧 G20-2
- 🚧 C30(CA)
- 🚧 W20-1
- 🚧 W20-4

FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES

FLAGGER TO ASSIST DRIVEWAYS IN/OUT

FLAGGER TO ASSIST PEDESTRIANS

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.



PLEASE USE CONVALED WITH THESE PLANS SHALL NOT CONSIDERED VALID UNLESS THE SIGNING CONTRACTOR HAS BEEN ISSUED A PERMIT TO PLACE SIGNS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES IN THE FIELD.



SEAL-ENGINEER  
**KB Home**  
Jonathon Siemsen  
(714) 884-1308

BENCH-MARK:  
**RoadSafe Traffic Systems, Inc.**  
1640 Market Street  
Corona, CA 92880  
(951) 734-9535

COUNTY OF RIVERSIDE  
33978 Walnut Ave.  
McCanna Hills

SHEET NO  
11  
OF 16 SHEETS

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES	REGISTERED PROFESSIONAL ENGINEER	DATE SIGNED
PLAN CHECK OVERSIGHT ENGINEER	REGISTERED PROFESSIONAL ENGINEER	DATE SIGNED

**PHASE 27:  
WALNUT AVE. & SHERMAN RD. - SHIFTING SETUP.**

SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

PHASE 27 - 36  
EXPECTED DURATION:  
APPROX. 4 WEEKS

**LEGEND**

- CONE OR DELINEATOR WITH WHITE STRIPE
- CONE OR DELINEATOR WITH YELLOW STRIPE
- ⊙ CONE SIGN
- ⊠ TYPE I BARRICADE W/ SIGN
- ⚑ FLAGGER
- ▨ WORK ZONE
- Ⓢ SIGNALIZED INTERSECTION

- C27(CA) OPEN TRENCH
- C30(CA) LAKE CLOSED
- G20-2 NO ROAD WORK
- R4-7a STOP AHEAD
- R8-9 WORK AHEAD
- R9-11(R/L) ROAD CLOSED
- R80B(MOD) ROAD CLOSED
- W1-4(R/L) ONE WAY
- W1-6(R/L) TWO WAY
- W20-1 ROAD WORK
- W6-4

**CMS PLACEMENT & MESSAGE DETAIL:**  
ROAD WORK AHEAD DATE DATE  
EXPECT DELAYS DATE DATE  
**NOTE:**  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**NOTE TO CONTRACTOR:**  
SIGNALS TO BE RED FLASH PER COUNTY ENGINEER SPECIFICATIONS  
PLEASE COORDINATE SIGNAL OPERATION CHANGES TWO DAYS BEFORE CONSTRUCTION. CONTACT THE COUNTY OF RIVERSIDE ENGINEERING STAFF.

**WALNUT AVE.  
POSTED SPEED: 25 MPH**

**CMS PLACEMENT & MESSAGE DETAIL:**  
ROAD WORK AHEAD DATE DATE  
EXPECT DELAYS DATE DATE  
**NOTE:**  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.**



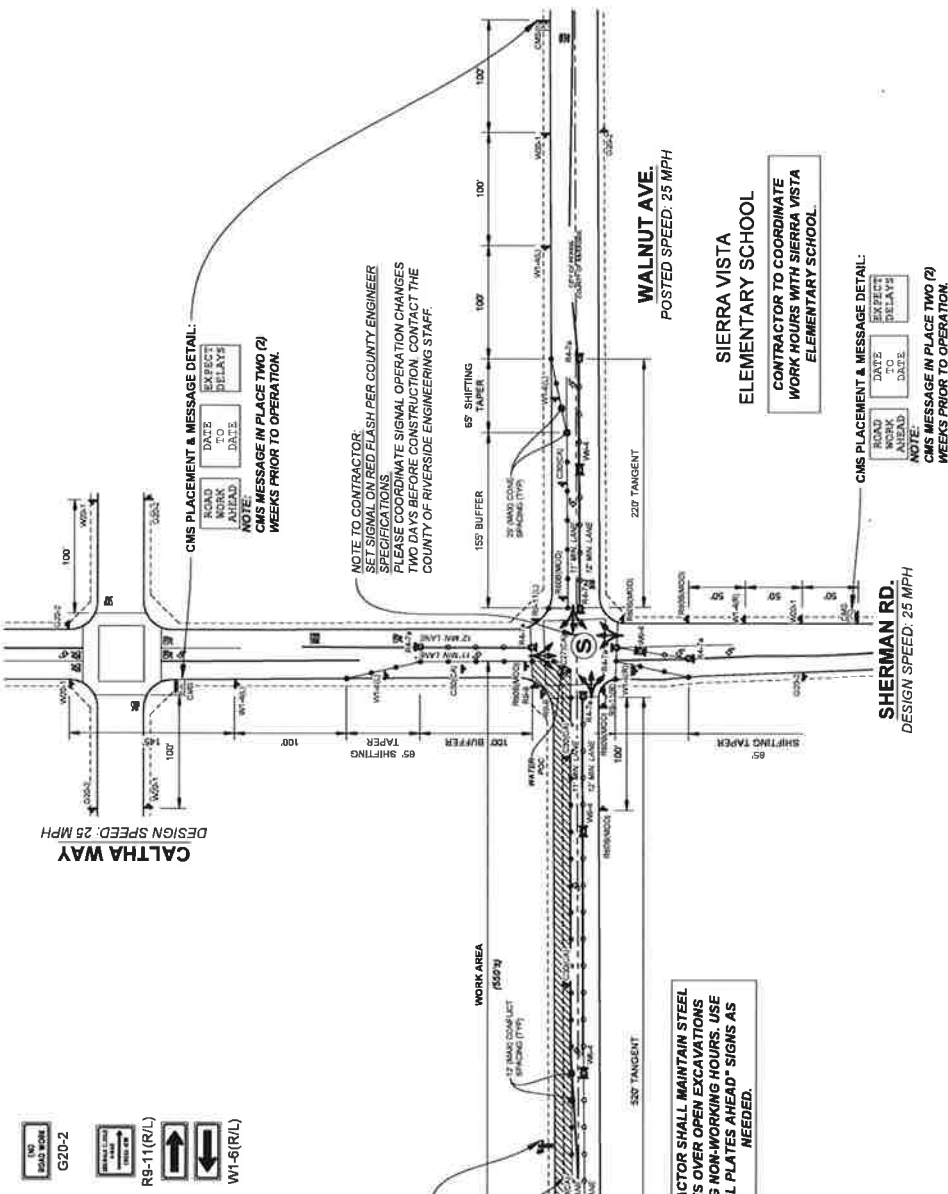
**ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.**



**NOTE:** CONTAINERS WITHIN THESE PLANS SHALL NOT EXCEED 48" IN HEIGHT AND 36" IN WIDTH. ALL CONTAINERS SHALL BE PROTECTED BY SAFETY CHAINS AND CHAINING. ALL CONTAINERS SHALL BE PROTECTED BY SAFETY CHAINS AND CHAINING. ALL CONTAINERS SHALL BE PROTECTED BY SAFETY CHAINS AND CHAINING.

**SHERMAN RD.  
DESIGN SPEED: 25 MPH**

**CALTHA WAY  
DESIGN SPEED: 25 MPH**



**WALNUT AVE.  
POSTED SPEED: 25 MPH**

**SIERRA VISTA  
ELEMENTARY SCHOOL**

**CONTRACTOR TO COORDINATE WORK HOURS WITH SIERRA VISTA ELEMENTARY SCHOOL.**

**CMS PLACEMENT & MESSAGE DETAIL:**  
ROAD WORK AHEAD DATE DATE  
EXPECT DELAYS DATE DATE  
**NOTE:**  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**SHERMAN RD.  
DESIGN SPEED: 25 MPH**

APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES	REGISTRATION NUMBER	DATE SIGNED
PLAN CHECK DIVERSITY ENGINEER		
PREPARED BY	SCALE	DATE
Jonathan Siemsen (714) 864-1308	1" = 50'	
KB Home	SEAL-ENGINEER	PROJECT
RoadSafe Traffic Systems, Inc. 1640 Market Street Corona, CA 92880 (851) 734-9535		
COUNTY OF RIVERSIDE	SHEET NO	DF 16 SH15
33978 Walnut Ave. McCanna Hills	12	

**PHASES 28-35: REFERENCE TYPICAL 'C' - FLAGGING SETUP SCOPE OF WORK: SEWER, WATER AND STORM DRAIN**

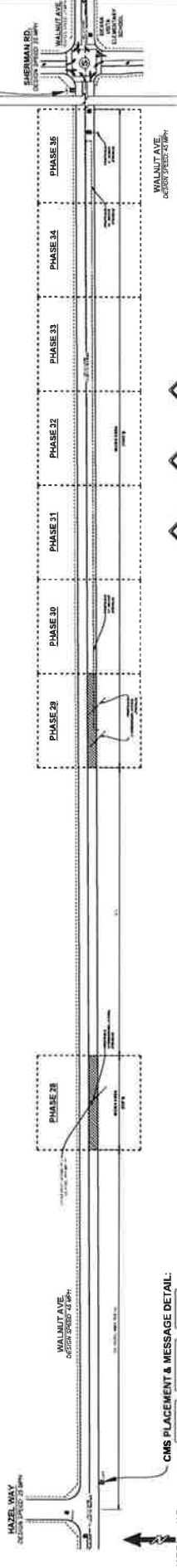
SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

PHASE 27 - 36  
EXPECTED DURATION:  
APPROX. 4 WEEKS

**LEGEND**

- FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES
- FLAGGER TO ASSIST DRIVEWAYS IN/OUT
- FLAGGER TO ASSIST PEDESTRIANS
- FLAG TREE W/ VINYL SIGN
- W/ VINYL SIGN
- FLAGGER
- WORK ZONE
- TYPE I BARRICADE W/ SIGN
- TYPE III BARRICADE W/ SIGN
- CONE OR DELINEATOR
- CONE SIGN
- TYPE I BARRICADE
- TYPE III BARRICADE

CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD  
DATE TO WORK  
DATE TO EXPECT DELAYS  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

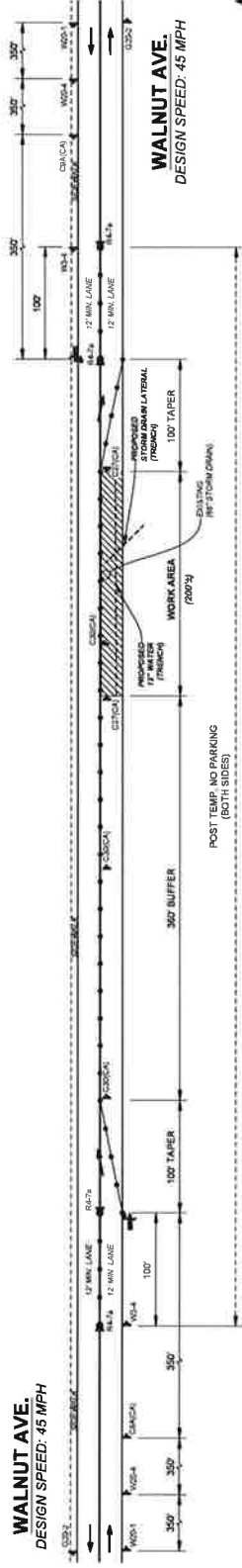


CMS PLACEMENT & MESSAGE DETAIL:  
ROAD WORK AHEAD  
DATE TO WORK  
DATE TO EXPECT DELAYS  
NOTE:  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

CONTRACTOR TO COORDINATE WORK HOURS WITH SIERRA VISTA ELEMENTARY SCHOOL.

- R4-7a
- C9A(CA)
- C27(CA)
- C30(CA)
- G20-2
- W3-4
- W20-1
- W20-4

**TYPICAL 'C' - FLAGGING SETUP**



WALNUT AVE.  
DESIGN SPEED: 45 MPH

WALNUT AVE.  
DESIGN SPEED: 45 MPH

CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.

ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.



SEAL-ENGINEER  
Jonathan Siemsen  
(714) 864-1308



SEAL-ENGINEER  
RoadSafe Traffic Systems, Inc.  
1640 Market Street  
Corona, CA 92880  
(851) 734-9535

COUNTY OF RIVERSIDE  
33978 Walnut Ave.  
McCanna Hills

SHEET NO. 13  
DATE: 11/27/2023

APPROVED AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES  
PLAN CHECK DIVERSIGHT ENGINEER  
REGISTRATION NUMBER  
DATE SIGNED

**PHASE 36:  
WALNUT AVE. & SHERMAN RD.  
- FLAGGING SETUP.**

PHASE 27 - 36  
EXPECTED DURATION:  
APPROX. 4 WEEKS

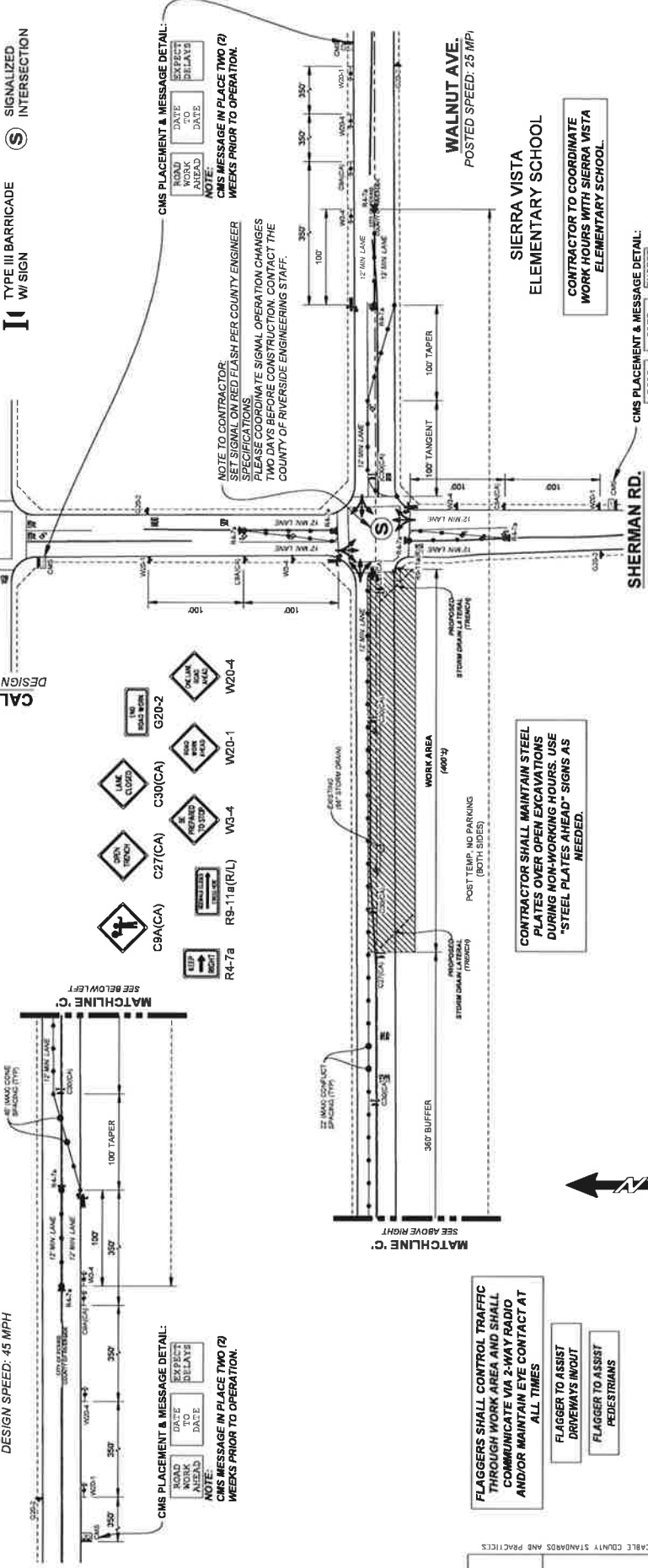
SEE GENERAL  
NOTES & VICINITY  
MAP ON SHEET 1

- LEGEND**
- CONE OR DELINEATOR
  - CONE SIGN
  - ▬ TYPE I BARRICADE W/ SIGN
  - ▬ TYPE III BARRICADE W/ SIGN
  - ⚡ FLAG TREE W/ VINYL SIGN
  - ⚡ FLAGGER
  - ▨ WORK ZONE
  - Ⓢ SIGNALIZED INTERSECTION

**SHERMAN RD.**  
DESIGN SPEED: 25 MPH

**GALTHA WAY**  
DESIGN SPEED: 25 MPH

**WALNUT AVE.**  
DESIGN SPEED: 45 MPH



**CMS PLACEMENT & MESSAGE DETAIL:**

ROAD WORK AHEAD	DATE TO AHEAD	DATE TO DELAYS	EXPECT DELAYS

**NOTE:**  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**CMS PLACEMENT & MESSAGE DETAIL:**

ROAD WORK AHEAD	DATE TO AHEAD	DATE TO DELAYS	EXPECT DELAYS

**NOTE:**  
CMS MESSAGE IN PLACE TWO (2) WEEKS PRIOR TO OPERATION.

**NOTE TO CONTRACTOR:**  
SET SIGNAL ON RED FLASH PER COUNTY ENGINEER SPECIFICATIONS.  
PLEASE COORDINATE SIGNAL OPERATION CHANGES TWO DAYS BEFORE CONSTRUCTION. CONTACT THE COUNTY OF RIVERSIDE ENGINEERING STAFF.

**FLAGGERS SHALL CONTROL TRAFFIC THROUGH WORK AREA AND SHALL COMMUNICATE VIA 2-WAY RADIO AND/OR MAINTAIN EYE CONTACT AT ALL TIMES**

- FLAGGER TO ASSIST DRIVEWAYS INPUT
- FLAGGER TO ASSIST PEDESTRIANS

**CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.**

**ALL WORK AND PERSONNEL SHALL HAVE A 5'-0" BUFFER FROM TRAFFIC.**



**DIGITAL**

DIALING SERVICE  
CALL FREE 1-800-297-7659  
A PUBLIC SERVICE BY  
UNDERGROUND SERVICE ALERT

**CONTRACTOR SHALL MAINTAIN STEEL PLATES OVER OPEN EXCAVATIONS DURING NON-WORKING HOURS. USE "STEEL PLATES AHEAD" SIGNS AS NEEDED.**

**CONTRACTOR TO COORDINATE WORK HOURS WITH SIERRA VISTA ELEMENTARY SCHOOL.**

**KB Home**  
Jonathan Siemsen  
(714) 864-1308

**RoadSafe Traffic Systems, Inc.**  
1640 Market Street  
Corona, CA 92880  
(851) 734-9535



**SEAL - ENGINEER**  
Jonathan Siemsen  
(714) 864-1308

**COUNTY OF RIVERSIDE**  
33978 Walnut Ave.  
McCanna Hills

SHEET NO. 1.4  
DATE: 11/27/2023

APPROVE AS TO COMPLIANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES  
DATE SIGNED

REGISTERED ENGINEER

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE SIGNED

DATE SIGNED

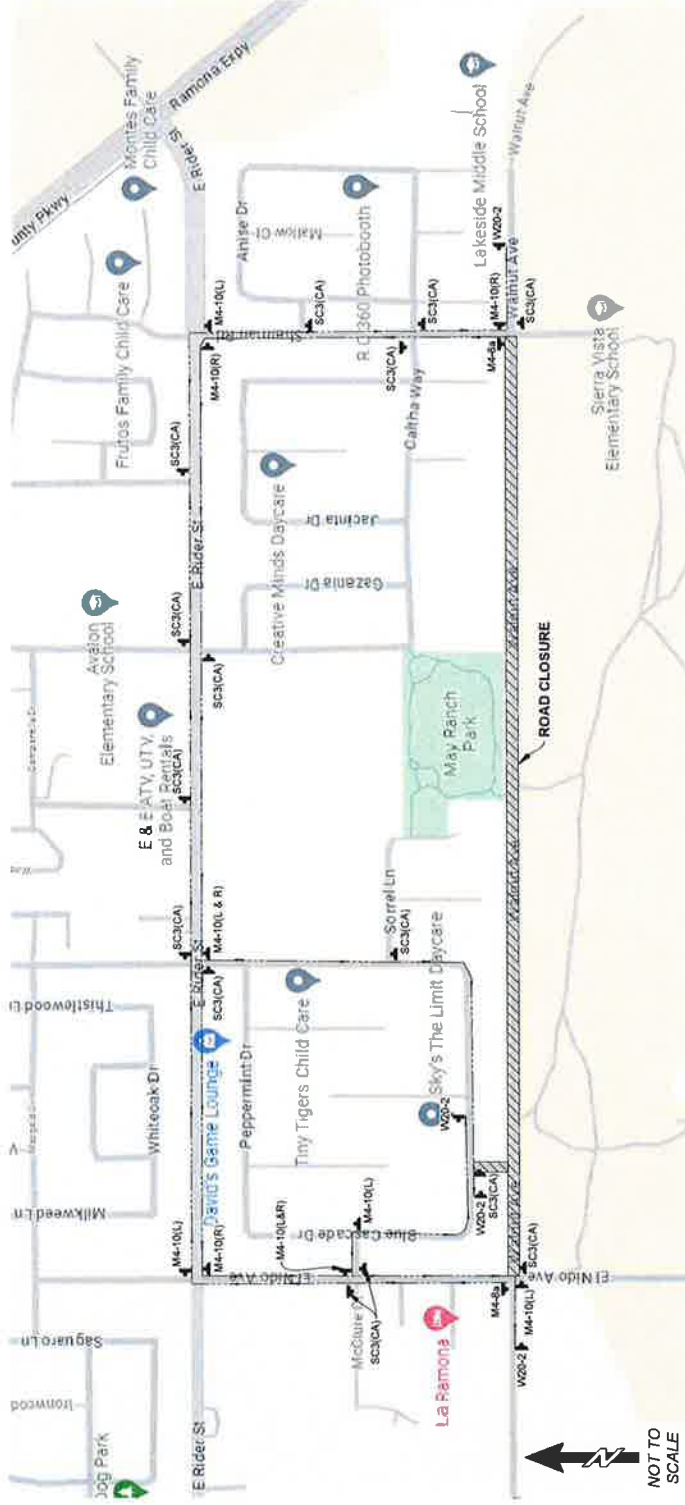




SEE GENERAL NOTES & VICINITY MAP ON SHEET 1

PHASE 37  
EXPECTED DURATION:  
APPROX. TWO MONTHS

### PHASE 37: DETOUR MAP



### LEGEND

- TYPE I BARRICADE
- W SIGN
- WORK ZONE

PLAN CHECK DIVERSIGHT ENGINEER	REGISTRATION NUMBER	DATE SIGNED
APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES		



ALL WORK SHOWN WITHIN THESE PLANS SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO THE SUPERVISION OF THE ENGINEER OF RECORD. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES UNDERGROUND SERVICE ALERT (USA) SHALL BE OBTAINED PRIOR TO ANY EXCAVATION WORK.

NO.	DATE	REVISION



SEAL - ENGINEER  
**KB Home**  
 Jonathan Stammen  
 (714) 884-1308  
 PREPARED BY:

PROJECT NO. 17-501  
 SCALE: 1" = 50'  
 ROADSAFE TRAFFIC SYSTEMS, INC.  
 1640 MARKET STREET  
 CORONA, CA 92680  
 (951) 734-9535

BENCHMARK: COUNTY OF RIVERSIDE  
 33978 Walnut Ave.  
 McCanna Hills  
 SHEET NO. 16  
 OF 16 SHEETS



# CITY OF PERRIS

5.E.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** August 8, 2024

**SUBJECT:** Amendment No. 1 to Contract Service Agreement for Perris Valley Storm Drain Channel Trail, Phase 2 Biological and Regulatory Support Services between the City of Perris and Glenn Lukos Associates in the amount of \$19,740.00; contract term remains through December 31, 2025.

**REQUESTED ACTION:** That the City Council:

- 1) Approve Amendment No. 1 to Contract Service Agreement between City of Perris and Glenn Lukos Associates, amending the Scope of Services to include Additional CEQA and MSHCP Biological Support Services for the Perris Valley Storm Drain Channel Trail, Phase 2, in the amount of \$19,740.00; for a total contract amount of \$89,670.00; contract term remains December 31, 2025; and
- 2) and Authorize City Manager to execute the Agreement, as approved to form by City Attorney.

**CONTACT:** John Pourkazemi, City Engineer

---

### BACKGROUND/DISCUSSION:

The Perris Valley Storm Drain Channel Trail, Phase 2 is a 3.1-mile, multi-purpose trail parallel to the PVSD Channel from Nuevo Road to north of Case Road, connecting to the South Metrolink Station. The Project is to be built in two (2) segments, Segment 1 from Nuevo Road to approximately 200 feet north of I-215, and Segment 2 from 200 feet north of I-215 to the South Metrolink Station.

On April 25, 2023, Council approved a contract service agreement with Glen Lukos Associates, for biological and environmental regulatory support services for the Perris Valley Storm Drain Channel Trail, Phase 2, in the amount of \$69,930.00.

Segment 2 has been realigned from the west side of the Perris Valley Storm Drain Channel to the east side in order to reduce environmental impacts to the San Jacinto River. With this realignment, in consultation with the Western Riverside County Regional Conservation Authority (RCA) and the Environmental Permitting agencies, it was determined that additional focused surveys for flora and fauna need to be performed to amend the MSHCP Joint Project Review, and coordinate with

the Wildlife Agencies to process the Biological Equivalent or Superior Preservation (DBESP) Analysis.

Glenn Lukos Associates can conduct the additional focused environmental surveys and has provided the City with the scope of work for the CEQA and MSHCP Biological Support Services, and associated cost.

Staff has reviewed the scope of work and cost proposal and finds it reasonable and necessary. Staff recommend approval of Amendment No. 1 to Contract Service Agreement between City of Perris and Glenn Lukos Associates, amending the Scope of Services to include Additional CEQA and MSHCP Biological Support Services for the Perris Valley Storm Drain Channel Trail, Phase 2, in the amount of \$19,740.00; for a total contract amount of \$89,670.00; increasing the total compensation from \$69,930.00 to \$89,670.00; contract term remains December 31, 2025; and authorize City Manager to execute the Agreement, as approved to form by City Attorney.

---

**BUDGET (or FISCAL) IMPACT:**

There is no impact to the general fund. Sufficient funding is available in CIP P040, to cover the added contract cost. Project funding is Industrial Park DIF, Fund 163.

---

Prepared by: John Pourkazemi, City Engineer

**REVIEWED BY:**

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

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

Director of Finance \_\_\_\_\_

- Attachment:
1. Vicinity Map
  2. CIP P040
  3. Amendment 1 to CSA for PVSD Channel Trail, Phase 2, Biological and Regulatory Support Services between the City of Perris and Glenn Lukos Associates.

Consent: X

Public Hearing:

Business Item:

Other:

# Attachment 1

Vicinity Map / PVSD Channel Tr. Ph 2

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

**VICINITY MAP**



**LEGEND**

- TRAIL SEGMENT 1
- TRAIL SEGMENT 2



NTS



# 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
							\$ -
							\$ -
<b>Total:</b>		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
	<b>Total:</b>	\$ 3,204,000	\$ 3,127,210	\$ 6,331,210

**P-40**



# Attachment 3

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

Amendment 1 to CSA for PVSD Channel Trail, Phase 2, Biological and  
Regulatory Support Services between the City of Perris and Glen Lukos  
Associates

**AMENDMENT NO. 1  
TO CONTRACT SERVICES AGREEMENT FOR  
PERRIS VALLEY STORM DRAIN CHANNEL TRAIL, PHASE 2 BIOLOGICAL AND  
REGULATORY SUPPORT SERVICES  
BETWEEN THE CITY OF PERRIS AND GLEN LUKOS ASSOCIATES**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR PERRIS VALLEY STORM DRAIN CHANNEL TRAIL, PHASE 2 BIOLOGICAL AND REGULATORY SUPPORT SERVICES (“Amendment No. 1”) by and between the **CITY OF PERRIS** (“City”) and Glen Lukos Associates, a California corporation (“Consultant”) is effective as of the 30th day of July, 2024.

**RECITALS**

A. The City and Consultant entered into that certain Contract Services Agreement for Perris Valley Storm Drain Channel Trail, Phase 2 Biological and Regulatory Support Services, dated April 25, 2023, as more particularly described therein (“Agreement”).

B. The City Consultant now desire to amend the Agreement to add certain services as provided in Exhibit A of this Amendment No. 1 and to (1) add certain additional services to the Agreement as provided in Exhibit A of this Amendment No. 1 and (2) increase the total compensation under the Agreement by \$19,740.000 for a total compensation of \$89,670.00 as provided in Exhibit C of this Amendment No. 1.

**TERMS**

**1. Contract Amendments.** The Agreement is amended as provided herein:

**1.1** Section 2.1 of the Agreement is hereby modified as follows:

“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 Eighty Nine Thousand Six Hundred Seventy Dollars (\$89,670.000) (“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 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. Exhibit A of this Amendment No. 1 shall be added to Exhibit A of the Agreement.

3. Exhibit C of this Amendment No. 1 shall be added to Exhibit C of the Agreement.

4. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

7. **Authority.** The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. \_\_\_ on the date and year first-above written.

**CITY:**  
CITY OF PERRIS, a California municipal corporation

\_\_\_\_\_  
Clara Miramontes  
City Manager

**ATTEST:**

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

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

\_\_\_\_\_  
Robert Khuu, City Attorney

**CONSULTANT:**  
GLEN LUKOS ASSOCIATES, a California corporation

By: \_\_\_\_\_  
Name: Thienan Pfeiffer  
Title: President

By: \_\_\_\_\_  
Name: Dominique Brunel  
Title: Secretary

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: CONSULTANT'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 DEVELOPER'S BUSINESS ENTITY.**

**[END SIGNATURES]**

**CALIFORNIA ALL-PURPOSE 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 RIVERSIDE

On \_\_\_\_\_, 2024 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)  LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

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**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A  
ADDITIONAL SCOPE OF WORK  
CEQA AND MSHCP BIOLOGICAL SUPPORT SERVICES  
PERRIS VALLEY STORM DRAIN CHANNEL TRAIL PROJECT  
PERRIS, RIVERSIDE COUNTY, CALIFORNIA (JULY 30, 2024)

**TASK I.      PERFORM FOCUSED SURVEYS FOR SENSITIVE PLANTS (FIXED FEE)**

The alternate trail alignment is located within the MSHCP Narrow Endemic Plant Species Survey Area (NEPSSA) and the Criteria Area Plant Species Survey Area (CAPSSA). GLA biologists shall conduct focused surveys for sensitive plant species which have the potential to occur on site. Please be aware that focused surveys for many plant species can only be performed during specific times of the year. GLA will perform the focused plant surveys coinciding with the blooming periods for the target species, as applicable. The identification of any sensitive species on site will be recorded in field notes and their locations and estimated population size(s) will be noted on a map of the site to be submitted with the final biological technical report. All flora and fauna identified on site during performance of focused surveys will be included in floral and faunal compendia prepared for the property.

**TASK II.      PROJECT COORDINATION (T&M)**

GLA will coordinate the results of all biological studies with the Project team to ensure that any potential problems are made known and resolved at the earliest possible opportunity. This task also includes coordination with the RCA to amend the JPR, and coordination with the Wildlife Agencies to process the DBESP. This task will allow for virtual meetings and additional miscellaneous coordination as requested.

For the tasks provided in this document entitled “ADDITIONAL SCOPE OF WORK CEQA AND MSHCP BIOLOGICAL SUPPORT SERVICES PERRIS VALLEY STORM DRAIN CHANNEL TRAIL PROJECT PERRIS, RIVERSIDE COUNTY, CALIFORNIA (JULY 30, 2024)”, Consultant shall be compensated pursuant to the document entitled “ADDITIONAL SCHEDULE OF COMPENSATION (JULY 30, 2024)” as provided in Exhibit C.

EXHIBIT C  
ADDITIONAL SCHEDULE OF COMPENSATION (JULY 30, 2024)

Compensation for services provided pursuant to the document entitled “ADDITIONAL SCOPE OF WORK CEQA AND MSHCP BIOLOGICAL SUPPORT SERVICES PERRIS VALLEY STORM DRAIN CHANNEL TRAIL PROJECT PERRIS, RIVERSIDE COUNTY, CALIFORNIA (JULY 30, 2024)” as provided in Exhibit A shall be as follows:

TASK	TOTAL COSTS
Task I. Focused Plant Surveys (Fixed Fee)	\$9,740
Task II. Project Coordination (T&M)	\$10,000
<b>TOTAL</b>	<b>\$19,740</b>